EXHIBIT C-1

STATEMENT OF WORK 1124

MENTAL HEALTH REHABILITATION CENTER (MHRC)

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STATEMENT OF WORK

MENTAL HEALTH REHABILITATION CENTER SERVICES (MHRC)

1.0 SCOPE OF WORK

Mental Health Rehabilitation Center (MHRC) services shall be provided in a licensed MHRC designed to provide community care and mental health treatment within a residential setting for clients who would otherwise be placed in a state hospital or other long-term health facility due to lack of other community placements available to meet their needs. Treatment provided to clients at the MHRC must be designed to develop skills to become self-sufficient and capable of increasing levels of independent functioning.

1.1 Facility Site and Licensing

1.1.1 Contractor shall provide MHRC services at a licensed MHRC facility listed in Exhibit C – Service Delivery Site Listing.

1.1.2 Contractor shall be licensed by the California Department of Health Care Services (DHCS) as a provider of services to clients under Welfare and Institutions Code (WIC) Sections 5350 and 6000.

1.1.3 The MHRC facility shall be staffed to provide rehabilitative services in accordance with applicable sections of California Code of Regulations (CCR), Title 9, Chapter 3.5. All clients must be provided a safe environment.

1.2 Target Population

Contractor shall admit and provide services to ALL clients that are referred by the Department of Mental Health (DMH). Contractor shall make a final decision on all referrals from DMH within seven days. Contractor acknowledges that DMH has pre-screened clients as clinically appropriate for MHRC services level of care according to generally accepted standards. The population referred to Contractor by DMH shall include but is not limited to adults ages 18 and older who reside in LAC and meet any of the following conditions:

1.2.1 Clients who are in need of MHRC services;

1.2.2 Voluntary and Lanterman-Petris-Short (LPS) conservatees;

1.2.3 Clients who require supervision, re-socialization, rehabilitation, life enrichment, and other care and treatment;

1.2.4 Clients with a history of acute psychiatric hospitalization, evaluation and treatment at an inpatient psychiatric unit;

1.2.5 Clients diagnosed, using current diagnostic manual nomenclature, as having a disabling psychiatric disorder such as schizophrenia or a major affective disorder; and

1.2.6 Clients as described in WIC Sections 5350 and 6000.

1.2.7 Clients that meet any of the criteria in Sections 1.2.1 through 1.2.6 and may also have any of the following:

a. Present or past history of substance use disorder in the absence of current intoxication or withdrawal;

b. Past history of legal charges, convictions, arrests, or justice involvement status;

c. Difficult client placement issue such as: Registered Arsonist or Client above the age of 64.

d. The current presence of suicidal ideation in the absence of actual suicidal behavior or intent in the previous week.

1. In the case of disputes between Contractor and DMH regarding whether a client's degree of suicidal risk is appropriate for placement in the Contractor's facility, suicidal risk assessment shall be completed by both DMH and Contractor utilizing the Columbia Suicide Severity Rating Scale (C-SSRS) administered by a licensed clinician with current training in the use of the rating scale.

2 In the case of continuing dispute, final determination will be made by the DMH Medical Director.

e. Obesity or physical disability – For clients requiring specialized equipment such as a bariatric bed or chair, if the facility is not currently equipped, the equipment will be provided at the expense of DMH. Final disposition of the equipment shall be determined on a case by case basis;

f. Orders for as needed medication occurring four or fewer times a day;

g. Diabetic care requirements including checking glucose levels and administering insulin up to four times a day;

h. Medical need for supplemental oxygen; and

i. Wound care up to twice a day.

1.3 Duration of Client Services and Utilization Review

The initial duration of any client's services hereunder shall not exceed **90** patient days, as defined by DMH. Services beyond **90** days must have prior written approval by DMH and will occur in 30-day increments unless otherwise specified.

DMH will implement utilization review every 30 days, including implementing a standardized decision support tool, InterQual. Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals, discharge readiness, and timely documentation of such on a monthly basis. DMH reserves the right to deny authorization and certification

for treatment upon failure to receive requisite documentation within 72 hours of monthly due date as indicated on the Certification form (Attachment II).

InterQual shall be administered by DMH staff trained in its usage.

1.3.1 The individualized treatment plan will address any deficits in each of the InterQual dimensions that are currently impairing the person from being able to function at a less intensive/less restrictive level of care.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 All changes must be made in accordance with sub-paragraph 8.1 of the Contract - Amendments.

3.0 QUALITY MANAGMENT

3.1 Contractor shall establish and utilize a comprehensive Quality Management Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to DMH upon request for review. The Plan shall include, but may not be limited to the following:

3.1.1 Method of monitoring to ensure that Contract requirements are being met;

3.1.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

3.1.2.1 Record(s) shall be provided to DMH upon request.

3.2 Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, DMH policies and procedures, and DMH quality improvement policies and procedures, to establish and maintain a complete and integrated quality management system. In conformity with these provisions, Contractor shall establish:

3.2.1 A utilization review process;

3.2.2 An interdisciplinary peer review of the quality of client care; and

3.2.3 Monitoring of medication regimens of clients. Medication monitoring shall be conducted in accordance with DMH policy.

3.2.4 A copy of Contractor's quality management plan shall be submitted to DMH upon request.

3.3 Data Collection

Contractor shall develop measurement and tracking mechanisms to collect and report data about the MHRC services provided by Contractor that will be requested by DMH on a monthly basis. This data shall be reported no later than

the 15th day of the month following the month during which services were provided. Data shall be collected as follows:

3.3.1 Contractor shall measure and track the number and demographics of:

a) Available beds, in real time or at least on a daily basis to DMH;
b) The number of clients who were referred;
c) The number of clients who were refused;
d) The number of clients whose admission is delayed for seven days or more pending more information;
e) The average length of time to respond to referrals;
f) The number of clients who were accepted and admitted within 14 days of referral;
g) The number of clients discharged; and
h) The number of clients receiving substance use disorder services.

3.3.2 Contractor shall identify and track clients who have mental health and substance use disorders and were provided with a minimum of 12 weeks of treatment targeting dual diagnosis, and the number of clients who were provided a referral to substance abuse treatment upon discharge to community-based treatment;

3.3.3 Contractor shall track clients who have more than two psychiatric hospitalizations during their admission; and

3.3.4 Contractor shall evaluate and report on the time it takes to evaluate referrals and generate a response on whether a client is accepted or denied.

3.3.5 Contractor acknowledges that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH ICD Director or designee. Contractor also acknowledges that DMH utilizes LANES as a Health Information Exchange network and agrees to provide admission history and physical, recent psychiatric progress notes as applicable and necessary, psychotropic medication information, and discharge/transfer summary when needed.

4.0 QUALITY ASSURANCE PLAN

DMH will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor shall attend meetings as requested by DMH.

4.2 Contract Discrepancy Report (SOW - Attachment III)

Verbal notification of a Contract discrepancy will be made to Contractor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by DMH and the Contractor.

DMH will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to DMH within **five** workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to DMH within **five** workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

- **Client**: For the purposes of this SOW, a client is an individual with a mental health disorder who requires mental health services in an intensive residential setting and is receiving services from Contractor through the Contract.
- **Conservator:** An adult legally responsible for another adult (conservatee) with a medically diagnosed mental illness.
- **Current Procedural Terminology (CPT) 90805:** Medical and billing code set by the American Medical Association for individual psychotherapy approximately 20 – 30 minutes face to face with medical evaluation and management services.
- **Current Procedural Terminology (CPT) 90807:** Medical and billing code set by the American Medical Association for individual psychotherapy approximately 45 – 50 minutes face to face with medical evaluation and management services.
- **InterQual** – A standardized decision-making tool used to assist with level of care determinations and utilization review.
- **DMH Care Coordination Unit:** Unit responsible for navigation of clients and management of the waitlist.
- **DMH Care Navigator:** DMH staff responsible for care coordination, navigation, and waitlist management.
- **DMH Clinical Reviewer:** DMH staff responsible for making clinical determinations of level of care and utilization review decisions.
- **DMH Intensive Care Division (ICD):** The Los Angeles County Department of Mental Health division which both authorizes the care for and performs utilization review of

clients needing treatment for 24-hour residential care due to severe and persistent mental illness in a variety of different levels of care throughout Los Angeles County.

- **DMH ICD Director**: The Director of the Intensive Care Services Division within the Los Angeles County Department of Mental Health.
- **Lanterman-Petris-Short (LPS) Act:** In California, establishes how an individual may be detained in a locked psychiatric facility if the individual is assessed to be a danger to themselves, a danger to others, or gravely disabled.
- **LPS Hold (Short-term holds)**: "5150"s, 72-hour holds for evaluation and assessment; and "5250"s, 14-day holds for intensive treatment. Each hold is defined under either WIC section 5150 or 5250.
- **Level of Care Utilization System**: The system through which a client is referred to the various different levels of care offered within the DMH network, which is subject to screening and utilization review.
- **Medically Clear**: For the purposes of this SOW, "Medically Clear" for admission shall be defined as clients who meet the criteria in Attachment I (Medical Clearance). Contractor shall work with referring institutions to efficiently accept and transfer clients to next levels of care. Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.
- **Mental Health Plan (MHP):** In Los Angeles County, DMH, is responsible for the provision of Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries.
- **Mental Health Rehabilitation Center (MHRC):** Long-term care facilities that provide 24-hour, individualized programs for intensive support and rehabilitation services designed to assist persons with mental disorders who would have been placed in a state hospital or another health facility to develop the skills to become self-sufficient and capable of increasing levels of independent functioning.
- **Patient:** This term may be used interchangeably with "client" as defined above.
- **Patient Day:** The number of days of inpatient services based on the most recent full year of hospital discharge data.
- **Service Delivery Plan (SDP):** An in depth report that comprises of multiple forms, known as "schedules", that details how mental health services are being delivered, populations served, and funding expenditures for mental health contracts and other unique service contracts. SDPs are used by DMH as a monitoring tool to ensure that services are delivered effectively and efficiently. Oversight activities include: clinical programmatic monitoring (i.e. to ensure effective mental health services and supports are being delivered); fiscal and budget monitoring; and administrative monitoring.
- **Service Function Code (SFC):** A code for the purposes of determining the number of units of service provided by Contractor hereunder and established by DMH.
- **Significant Support Person:** A person who, in the opinion of the client/patient, or the person providing services, has or could have a significant role in the successful outcome of treatment.

6.0 RESPONSIBILITIES

The County's, and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

DMH will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.
6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
6.1.3 Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 Amendments.

CONTRACTOR

6.2 Program Director

6.2.1 Contractor shall provide a full-time Program Director and a designated alternate. DMH must have access to the Program Director or designated alternate during regular business hours. Contractor shall provide a telephone number and electronic mail (e-mail) address where the Project Director may be reached on a daily basis.
6.2.2 Program Director shall act as a central point of contact with LAC-DMH.
6.2.3 Program Director or alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Program Director/alternate shall be able to effectively communicate in English, both orally and in writing.

6.3 Personnel

6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
6.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 of the Contract – Background and Security Investigations.
6.3.3 Contractor's MHRC facility treatment teams shall consist of the client's treating providers, including but not limited to: the psychiatrist, licensed mental health staff, nursing staff, and mental health rehabilitation or recreation therapy staff as well as the client, if he or she so chooses. It may also include members of the DMH staff. If the client chooses not to

participate in the treatment team meeting, this shall be reflected in the medical record.

6.4 Identification Badges

6.4.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 of the Contract – Contractor's Staff Identification.

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

6.6 Training

6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA), Department of Health Care Services (DHCS), Department of Public Health (DPH), Community Care Licensing (CCL), and the Centers for Disease Control and Prevention (CDC) standards, as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

6.7 Service Delivery Site/Administrative Office

6.7.1 MHRC services shall be provided at sites identified on the Statement(s) of Work/Service Exhibit(s) List - Exhibit C and in the Contractor's Service Delivery Plan/Addenda.

6.7.2 Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of **8 a.m. to 5 p.m.**, Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. **The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

MHRC services shall be provided 24 hours per day, seven (7) days per week and 365 days per year (24/7/365).

8.0 WORK SCHEDULES

8.1 Upon DMH's request, Contractor shall submit staff work schedules within **five (5)** business days of request. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 Upon DMH's request, Contractor shall submit revised staff work schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to DMH for review and approval within **five (5)** working days prior to scheduled time for work.

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

Contractor shall provide MHRC services to clients in accordance with this SOW and Contractor's SDP and any addenda thereto, as approved in writing by DMH, for the term of the Contract. All MHRC services shall be focused on preparing the client for discharge, which shall begin at the time of admission. Contractor shall provide outstanding results and excellent quality of care where clients are empowered through individualized programs to reach goals of increased independence and ability. Outstanding results shall be defined as achieving 100% compliance as determined by number of clients who increase in level of function and/or privileges per month as documented by agency over six-month period coupled with 20% of patients appropriately discharged and/or deemed discharge ready from facility per month over two six-month periods. Clients' families are also encouraged to participate in therapy sessions, caregiver education, and training.

MHRC services shall include, but are not limited to:

10.1 Admission services 24/7/365;

10.2 Maintain a safe and clean-living environment with adequate lighting, toilet and facilities, toiletries, and a change of laundered bedding at least once a week;

10.3 Three balanced and complete meals each day;

10.4 24-hour supervision of all clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

10.5 Basic services including nursing, pharmaceutical, and dietary services;

10.6 Collaboration with the DMH Care Navigator to ensure an assessment of each client for co-morbid alcohol and drug abuse and provision of appropriate services to those who are dually diagnosed, including development of linkage with appropriate dual diagnosis services in the community to which the client will be returning;

10.7 Collaboration with the DMH Care Navigator to ensure that conservatorship initiations and renewals are appropriately obtained;
10.8 Individual and group counseling or therapy;
10.9 Crisis Intervention;
10.10 Educational services, including diagnostic services and remediation;
10.11 Client advocacy, including assisting clients to develop their own advocacy skills;
10.12 An activity program that encourages socialization within the program and the general community, and that assists linking the client to resources which are available after leaving the program;
10.13 Development of linkages with the general social service system;
10.14 Psychological and neurological services when indicated;
10.15 Physical examinations within 72 hours of admission and referral for further consultation and treatment when medically indicated;
10.16 Utilization of consultative resources, including consumer and family members in the planning and organization of services;
10.17 Discharge planning for both regular and Against Medical Advice (AMA) discharges, as appropriate; and
10.18 Maintenance of a daily attendance log for each client day, as defined by DMH, provided hereunder.
10.19 Individualized Treatment Services (ITS)
- 10.19.1 ITS will include a program which includes individualized therapy, and will be developed through client assessment, to meet the specific needs of each client.
- 10.19.2 The treatment planning process shall include level of care assessment utilizing Level of Care Utilization System.
- 10.19.3 Contractor shall work on individualized behavioral plans with clients to minimize the use of seclusion and physical/chemical restraints.
- 10.19.4 Contractor shall optimize both structured and unstructured outdoor activity time for clients.
- 10.19.5 At time of admission, DMH Clinical Reviewers will specify discharge readiness criteria for each client. DMH Clinical Reviewers will work closely with Contractor's facility treatment teams to establish an effective and therapeutic working relationship to ensure that optimum individualized care is provided. Contractor and DMH Clinical Reviewers will focus primarily on development of skills required to allow the client to successfully return to community placement, in the least restrictive, most appropriate environment.
  - 10.19.5.1 Discharge plans and goals will be documented in the client's record at admission and updated quarterly.
  - 10.19.5.2 Continuing re-evaluation of each client's discharge potential will be noted as specified by the Medi-Cal and Medicare regulations.

10.19.5.3 Contractor will provide discharge summaries to the DMH Care Navigator within seven days of discharge.

10.19.5.4 Clients that have been deemed by the DMH Director or his designee to have met their treatment goals and their maximum point of medical benefit, that are deemed appropriate for a lower level of care, regardless of whether there are administrative barriers such as private conservator consent or availability of beds at lower level of care, shall be reimbursed at 75% the base rate.

10.20 Training Program for Clients

Contractor shall provide a structured training regimen to assist clients in the development of new skills and in modifying behaviors that prevent them from living in a lower level of care facility. The structured training program shall include, at a minimum, the following special rehabilitation program services:

10.20.1 Self-Help Skills Training

a) Supervision of medications and education regarding medications;
b) Identification and rehabilitation of physical impairment and pain, as well as future injury prevention;
c) Bowel and bladder programs;
d) Money management;
e) Use of community resources;
f) Behavior control and impulse control;
g) Frustration tolerance/stress management;
h) Mental health/substance use disorder education; and
i) Physical education

10.20.2 Behavioral Intervention Training

a) Behavioral modification modalities;
b) Re-motivation therapy;
c) Patient government activities;
d) Group counseling; and
e) Individual counseling

10.20.3 Interpersonal Relationships

a) Social counseling;
b) Educational and recreational therapy; and
c) Social activities such as outings, dances, etc.

10.20.4 Pre-vocational Preparation Services

a) Homemaking;
b) Work activity; and
c) Vocational counseling

10.20.5 Continuing Education to help Clients manage their own self care

a) Good nutrition;

b) Exercise;
c) Use of glucometers to monitor blood glucose; and
d) Both psychiatric and physical health medications

10.20.6 Pre-release Planning

a) Out-of-home planning;
b) Linkage to medical services in the community as needed; and
c) Linkage to benefits and other services as needed in the community

10.21 Psychiatric Services

Client to psychiatry staffing ratio shall be 75:1 or better. Psychiatric services shall be provided by the treating psychiatrist and shall include, but are not limited to:

10.21.1 Prescribing, administering, dispensing, and monitoring of psychiatric medications, necessary to alleviate the symptoms of mental illness and to return clients to optimal function on a weekly basis;

10.21.2 Evaluating the need for medication, clinical effectiveness, and the side effects of medication;

10.21.3 Obtaining informed consent of the client or his/her conservator;

10.21.4 Providing medication education, including, but not limited to, discussing risks, benefits, and alternatives with clients, conservator, or significant support persons;

10.21.5 Ordering laboratory tests related to the delivery of psychiatric services;

10.21.6 Responding to emergencies 24 hours a day, seven days a week, by telephone consultation either personally or by a specifically designated colleague, and ensuring that this information is available at all times for the clinical staff on duty;

10.21.7 Available for consultation with other social and legal systems;

10.21.8 Available for consultation with care coordinators/ case managers and participate in treatment planning with them;

10.21.9 Testifying, when necessary, in LPS Conservatorship hearings;

10.21.10 Consult, whenever appropriate, with other general physicians and physician specialists who are providing care to his/her client, and document this in the medical record;

10.21.11 Attending all quarterly multidisciplinary meetings in order to provide medical or clinical input into treatment planning. This may include identifying, documenting, and communicating discharge barriers to DMH designated staff. If the Contractor's psychiatrist disagrees with the assessment of the DMH designated staff that a particular client is ready for discharge, the psychiatrist must document his or her rationale in the chart.

10.21.12 Providing clinical documentation which meets all legal and quality improvement requirements, including:

a) Every entry and subsequent alteration in the medical record is legible, dated and timed (including starting and ending time), CPT code, and signed;
b) Document medically necessary criteria that a particular client be kept in a locked facility;
c) Initial assessment is complete and timely;
d) Ready availability of the history of medication usage in the facility; and
e) Clinical progress notes must include, at a minimum, the client's progress, clinical interventions, client response to interventions, plan full signature of clinician and discipline.

10.21.13 Provide at least one face to face treatment session with each client (equivalent to CPT 90805) per week. One of these sessions each month shall be more comprehensive (equivalent to CPT 90807); and

10.21.14 Make (and document) active, and continual efforts to optimize the clients' medication in order to maximize their functional level, minimize both "positive" and "negative" symptoms of psychosis, stabilize mood and behavior, and minimize adverse medication reflect a protocol which is made clear in the medical record. Services provided will be directly related to the client's treatment plan and will be a necessary component to assist the client in reaching the goals set forth in the treatment plan.

10.21.15 Proactively identify patients for discharge. The Facility staff will notify the DMH Clinical Reviewer or liaison staff of clients who refuse to leave the facility after clinical determination of readiness to move to a lower level of care.

10.21.16 Document in client's chart the clinical rationale if/when the psychiatrist disagrees with the assessment of the DMH Clinical Reviewer or liaison that a particular client is ready for discharge, the psychiatrist must document his/her clinical rationale in the chart.

10.21.17 Follow the MHP's medication monitoring guidelines.

10.22 Temporary Client Absences

The purpose and plan of each temporary absence, including, but not limited to, specified dates, shall be incorporated in progress notes in the client's case record. Payment for temporary absences must be therapeutically indicated and approved in writing by DMH.

10.22.1 Clients with escalating psychiatric symptoms resulting in a brief stay in an acute psychiatric hospital or who develop serious medical

needs resulting in a brief medical hospital stay shall have their beds held for up to a maximum of seven (7) days.

10.22.2 Contractor may be reimbursed for temporary client absences from Contractor's facility if they meet the following criteria:

10.22.2.1 Bed hold(s) due to temporary leave of absence for acute hospitalization shall be limited to a maximum of seven (7) calendar days.

10.22.2.2 After the seven (7) calendar days, in order to be reimbursed under the terms of the Contract, a new admission authorization must be processed for re-entry into Contractor's facility.

10.22.2.3 Bed hold(s) due to a temporary leave of absence for acute hospitalization shall be reimbursed at the corresponding rate (facility base rate + treatment patch, if applicable); minus raw food cost; minus any treatment patch rate, for a maximum of seven (7) calendar days.

10.22.2.4 DMH payment for bed holds due to a temporary leave of absences must be therapeutically indicated and be part of the client's treatment plan.

10.22.2.5 Payment for bed holds due to temporary leave of absence shall not be claimed or made where the client does not return to Contractor's facility or is not expected to return.

10.23 Discharge Criteria and Planning

10.23.1 At time of admission, DMH Clinical Reviewers will specify discharge readiness criteria for each client's service plan.

10.23.2 DMH Clinical Reviewers will review treatment plans of clients for adherence to treatment goals and timeline for estimated length of stay on a regular basis. Clients whose length of stay is beyond average will be reviewed for treatment adjustment and/or level of care adjustment as clinically appropriate.

10.23.3 Clients are generally discharged from the facility only upon the written order of the attending physician or facility medical director, or on-call physician. No medication changes shall be made during the last 30 days prior to discharge that would cause a delay in scheduled discharge unless medically necessary.

10.23.4 If a client is a voluntary admission and wishes to leave the facility without a physician's order, the client must sign a statement acknowledging departure from the facility without a written physician's order.

10.23.5 Assistance with discharges may be obtained from public agencies,

including the Public Guardian's Office and State Department of Social Services.

10.23.6 Upon discharge or death of a client, Contractor shall refund the following:

10.23.6.1 Any unused funds received by Contractor for the client's bill to the payor source within 30 days;

10.23.6.2 Any entrusted funds held in an account for the client will be disbursed to the client not conserved or conservator within three banking days;

10.23.7 Any money or valuables entrusted by the client to the care of the Contractor's facility will be stored in the facility and returned to the client not conserved or conservator in compliance with existing laws and regulations.

10.23.8 Contractor shall notify DMH's Care Coordinator when a client is discharged from the facility and admitted to another facility within 24 hours. All such discharges and admissions will be authorized by DMH's Care Coordinator and arranged by mutual consent, with family members, DMH, and specified individuals involved with the client's treatment and supports.

10.23.9 Transfer of clients among facilities between contractors will be arranged by mutual consent between Contractor and DMH and with notification to, and appropriate input from, the client's conservator, significant family members, DMH's Care Coordination Unit, and specified individuals involved with the client's treatment and support system. This includes admitting clients who meet criteria for MHRC services and are medically cleared.

10.23.10 The criteria for medical clearance are in Attachment I (Medical Clearance form)

10.23.11 Contractor shall provide the initial aftercare/discharge plan including a list of current medications to all the healthcare providers from whom the patient will receive care after discharge, at least 24 hours prior to discharge. The Contractor shall provide the final discharge summary and medication list to the healthcare provider(s) that the patient is receiving care from no later than seven days following discharge.

10.23.12 Contractor shall work with outside institutions to efficiently transfer clients to next levels of care. Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the outside institution and the Contractor.

10.24 Notices

10.24.1 Contractor shall immediately notify DMH upon becoming aware of the death of any client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of

the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

10.24.2 Contractor shall report by telephone all special incidents to DMH and shall submit a written special incident report within 72 hours. Special incidents shall include, but are not limited to: suicide or attempt; absence without leave (AWOL); death or serious injury of clients; criminal behavior (including arrests with or without conviction); and any other incident which may result in significant harm to the client or staff or in significant public or media attention to the program.

10.25 Emergency Medical Care

10.25.1 Clients who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall not be a charge to nor reimbursable under the Contract.

10.25.2 Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency.

10.25.3 Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to LAC-DMH upon request.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify DMH, upon request, of Contractor's new green initiatives prior to the Contract commencement.

12.0 MHRC OUTCOMES, PERFORMANCE MEASURES AND PERFORMANCE REQUIREMENTS SUMMARY

12.1 MHRC Outcomes

Contractor **SHALL** ensure the MHRC services are designed to produce the following outcomes for individuals served by MHRCs. This list is not exhaustive and may be subject to change:

12.1.1 Reduced utilization of urgent care centers, hospital psychiatric emergency rooms, inpatient units, and a reduction in incarceration;

12.1.2 Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment;

12.1.3 Improvement in participation rates in outpatient mental health services, case management services, supportive residential programs, dual diagnosis, and intensive services programs; and

12.1.4 Clients' and their family members' (when appropriate) satisfaction with the crisis intervention received.

12.2 Performance Measures

12.2.1 Contractor **SHALL** ensure MHRC operations are aligned with the Performance-based Criteria identified in Table 1 – Performance Requirements Summary. These measures assess the Contractor's ability to provide the services as well as the ability to monitor the quality of services.

12.2.2 Contractor **SHALL** maintain processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels in the areas of: staffing, treatment program, client flow, clientele, and response times. DMH shall approve the final key performance indicators and these quality indicators shall be measured quarterly and reported to DMH. Should there be a change in federal, State and/or County policies/regulations DMH will advise the Contractor of the revised Performance-based Criteria with 30-days' notice.

Table 1 – Performance Requirements Summary

	PERFORMANCE REQUIREMENTS	METHOD OF COLLECTING DATA	PERFORMANCE TARGETS
1.	Agency admits all clients referred by DMH ICD for which it has available beds. Agency acknowledges ICD has pre-screened clients as clinically appropriate for MHRC level of care according to generally accepted standards.	Centralized tracking of referrals and admissions by ICD.	100% compliance as measured by number of admissions within 14 days of referral over a six-month period.
2.	Agency demonstrates client improvement in function such that client is able to concretely attain goals and progress towards discharge planning. Section 10.18.6 of this SOW.	Sample review of records.	100% compliance as determined by number of clients who increase in level of function and/or privileges per month as documented by agency over six-month period. 20% of patients discharged and/or deemed discharge ready from facility per month.
3.	Assessment of each client for co-morbid substance use disorder. Provision of appropriate services to those who are dually diagnosed for a minimum of 12 weeks, including development of linkage with appropriate dual diagnosis services in the next level of care to which the client will be discharged. Section 10.5 of this SOW.	Sample review of records.	100% compliance as determined by review of sample of client charts.

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB: _____

SSN: _____

Core Items (within past year unless otherwise noted)

❑**Medical History & Physical Examination**

- ❑ Unremarkable
- ❑ Allergies: _____

- ❑ Positive Findings:

_____

_____

_____

_____

  - ❑ Medicine/Sub-Specialty Consultation & Treatment

❑**Comprehensive Psychiatric Evaluation**

- ❑ DSM-V Diagnosis:

_____

❑**Active Medical & Psychiatric Medication List**

- ❑ Medication Compliant

❑**Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**

- ❑ Unremarkable
- ❑ Positive Findings:

_____

_____

_____

_____

  - ❑ Medicine/Sub-Specialty Consultation & Treatment

❑**RPR-VDRL (if applicable)**

- ❑ Negative
- ❑ Positive
  - ❑ Medicine/Sub-Specialty Consultation & Treatment

❑**Pregnancy Test (if applicable)**

- ❑ Negative
- ❑ Positive
  - ❑ OB/GYN Consultation

- ❑ **PPD / Chest X-Ray / QuatiFERON-TB Gold (within 30 days)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **COVID-19 (within 1 week)**
  - ❑ **Vaccinated**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Forensic History Reviewed**
  - ❑ On Probation
  - ❑ On Parole
  - ❑ Registered Sex Offender
  - ❑ Registered Arsonist
- ❑ **Voluntary**
- ❑ **Lanterman Petris Short (LPS) Act**
  - ❑ Not applicable
  - ❑ LPS Application or LPS Letters
- ❑ **High Elopement Risk**
- ❑ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ❑ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ❑ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ❑ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
  - ❑ **Medication Administration Record (MAR) with PRNs**
    - ❑ No IM PRNs administered in past 5 days
    - ❑ Medication Compliant
  - ❑ **Seclusion & Restraint Record**
    - ❑ No seclusion or restraints applied in past 5 days
- ❑ **Physician's Report Completed**

Comments:

_____

_____

_____

Referring Psychiatrist / Medical Provider Information

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

Physician / Medical Provider Information (if applicable)

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

ATTACHMENT II

State of California Health and Welfare — *Department of Health Services*

CERTIFICATION FOR SPECIAL TREATMENT PROGRAM: ☐ **CERTIFICATION** ☐ **RECERTIFICATION**

PART 1 - COMPLETED BY FACILITY

CLIENT'S NAME: | **DATE HS-231 COMPLETED:**

CLIENT'S - **FACILITY NUMBER:** | **LEGAL STATUS:** | **ADMISSION DATE:**

FACILITY NAME & ADDRESS:

MEDI-CAL IDENTIFICATION NUMER:

SOCIAL SECURITY NUMBER:

MIS#

PART III - CERTIFICATION BY

☐ Local Mental Health Director
☐ You are authorized to claim payment for Treatment as recommended by you.
☐ Request Denied

FROM:
TO:
A TOTAL OF ☐ **MONTHS**

PART II - COMPLETED BY DESIGNEE: | **BIRTHDATE:** | **AGE:** | **SEX:** ☐ Male ☐ Female | **COUNTY:**

*******THE BELOW IS SUPPORTIVE INFORMATION FOR THIS RECOMMENDATION*******

ADMISSION:

EMOTIONAL STATE:

Reason for Hospitalization:

CURRENT BEHAVIORS/ DISCHARGE BARRIERS REQUIRING SNF - IMD LEVEL OF CARE:

Problem #1:
Manifested By:
Current Average Frequency:

Problem #2:
Manifested By:
Current Average Frequency:

Problem #3:
Manifested By:
Current Average Frequency:

SHORT TERM GOALS (< 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

LONG TERM GOALS (> 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

SPECIAL TREATMENT PROGRAM (STP) GOALS

Problem/Goal Focused Groups/Activities:

Average STP/week Participation/Attendance: ☐ ***Average STP/week Participation Goal:*** ☐ ***By the date of:***

Response to Special Treatment Program:

Response to Incentive Program:

Current Level:
Level Goal:
By the date of:

Designee Signature | **Designee Title** | **Affiliation** | **Date**

Contract Liaison | **Contract Liaison Title** | **County and Department** | **Date**

**DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of the quarterly due date

ATTACHMENT III

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY / ISSUE: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT C-2

STATEMENT OF WORK 1125

PSYCHIATRIC HEALTH FACILITY (PHF)

STATEMENT OF WORK
PSYCHIATRIC HEALTH FACILITY

TABLE OF CONTENTS

STATEMENT OF WORK
PSYCHIATRIC HEALTH FACILITY

1.0 SCOPE OF WORK

Contractor shall provide non-hospital 24-hour inpatient services in a psychiatric health facility (PHF) designed to provide innovative and more competitive acute care service as an alternative to hospital care.

1.1 Facility Licensing and Staffing

1.1.1 Contractor shall be licensed by the California Department of Health Care Services (DHCS) as a PHF.

1.1.2 The PHF shall be secure and shall meet California Code of Regulations (CCR), Title 22, Section 77061-77067 staffing standards for PHFs and CCR, Title 9, Section 663 staffing standards required for Lanterman-Petris-Short (LPS) designation to provide treatment on an involuntary basis.

1.2 Target Population

Contractor shall provide services to **ALL** clients that are referred by LAC-DMH. Contractor acknowledges that LAC-DMH will pre-screen clients as clinically appropriate for Acute Psychiatric Inpatient Hospital level of care according to generally accepted standards. The referred clients must meet the following criteria:

1.2.1 Are ages 13 through 17 years of age (Adolescent) or 18 years of age and older (Adult);

1.2.2 Are experiencing an acute psychiatric episode or crisis; AND

1.2.3 Require services either on a voluntary or an involuntary basis.

Clients in Sub-Sections 1.2.1 through 1.2.3 may also meet the following criteria:

1.2.4 Present or past history of substance use disorder;

1.2.5 Past history of legal charges, convictions, arrests, or justice involvement status; and/or

1.2.6 The current presence of suicidal ideation in the absence of actual suicidal behavior or intent in the previous week.

1.2.6.1 In the case of disputes between Contractor and LAC-DMH regarding whether a Client's degree of suicidal risk is appropriate for placement in Contractor's facility, suicidal risk assessment shall be completed by both parties utilizing the Columbia Suicide Severity Rating Scale (C-SSRS) administered by a licensed

clinician with current training in the use of the rating scale.

1.2.6.2 In the case of continuing dispute, final determination will be made by the LAC-DMH Medical Director.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 Services shall be provided at a licensed PHF facility as listed on Exhibit C Statement(s) of Work/Service Exhibit(s) List.

2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY MANAGEMENT

3.1 The Contractor shall establish and utilize a comprehensive Quality Management Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1.1 Method of monitoring to ensure that Contract requirements are being met;

3.1.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

3.1.2.1 Record(s) shall be provided to the County upon request.

3.2 Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, DHCS policies and procedures, and DMH quality improvement policies and procedures, to establish and maintain a complete and integrated quality improvement system. In conformance with these provisions, Contractor shall establish:

3.2.1 A utilization review process;

3.2.2 An interdisciplinary peer review of the quality of patient/client care; and

3.2.3 Monitoring of medication regimens of Clients. Medication monitoring shall be conducted in accordance with County policy.

3.2.4 A copy of Contractor's Quality Management Plan shall be available to LAC-DMH upon request.

3.3 CONCURRENT AUTHORIZATION

Contractor must read, understand, and comply with California DHCS MHSUDS Information Notice #: 19-026 dated 5/31/2019 and as may be updated from time to time.

Contractor shall comply with LAC-DMH's policies and procedures on authorization of services. Contractor acknowledges that the County is in the process of transitioning from retrospective authorization to concurrent authorization. Contractor shall comply with all policies and procedures of providing documentation necessary for LAC-DMH to authorize the services. The exchange of HIPAA information between LAC-DMH and contract providers shall be via IBHIS Provider Connect or other available LAC-DMH approved options. Documentation exchanged may include but is not limited to clinical, demographic, administrative, financial eligibility, and/or other information requested by LAC-DMH.

3.4 CRITERIA TO BE MET FOR PHF DAY AUTHORIZATION:

3.4.1 A client must meet the following medical necessity criteria for admission to a licensed facility for PHF services:

a) Have an included diagnosis;

b) Cannot be safely or more effectively treated at a lower level of care, except that a client who can be safely treated with crisis residential treatment services or psychiatric health facility services for an acute psychiatric episode shall be considered to have met this criterion; and

c) Requires psychiatric inpatient hospital services, due to one of the following:

1. Symptoms or behavior due to a mental disorder:

- Represent a current danger to self or others, or significant property destruction.
- Prevent the client from providing for, or utilizing, food, clothing, and shelter.
- Present a severe risk to the client's physical health.
- Represent a recent, significant deterioration in ability to function.

OR

2. Require admission for one of the following:

- Further psychiatric evaluation.
- Medication treatment.
- Other treatment that can be reasonably provided only if the client is hospitalized.
- Treatment while hospitalized is likely to be more effective

than at a lower level of care.

3.4.2 The medical necessity criteria are applicable regardless of the legal status (voluntary or involuntary) of the client.

3.4.3 Continued stay services in a hospital shall be reimbursed when a client experiences one of the following:

- Continued presence of indications that meet the medical necessity criteria;
- Serious adverse reaction to medications, procedures or therapies requiring continued hospitalization;
- More than two readmissions in less than 30 days within the previous 12 month period unless either the person's condition or discharge plan is substantially different for the current admission relative to prior admissions;
- Presence of new indications that meet medical necessity criteria;

OR

- Need for continued medical evaluation or treatment that will be more effective if the client remains in the hospital.

3.5 RETROSPECTIVE AUTHORIZATION REQUIREMENTS FOR PHF DAYS:

Contractor must read, understand, and comply with California DHCS MHSUDS Information Notice #: 19-026 dated 5/31/2019, and as may be updated from time to time.

3.5.1 Contractor may request retrospective authorization under the following limited circumstances:Retroactive Medi-Cal eligibility determination;
b) Inaccuracies in the Medi-Cal Eligibility Data System;
c) Authorization of services for clients with Other Health Care coverage pending evidence of billing, including dual-eligible client; and/or
d) Client's failure to identify payer (e.g., for psychiatric inpatient hospital services).

4.0 QUALITY ASSURANCE PLAN

LAC-DMH will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

4.1.1 Contractor shall attend meetings as requested by LAC-DMH.

4.2 Contract Discrepancy Report (SOW - Attachment II)

Verbal notification of a Contract discrepancy will be made to the Contractor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by LAC-DMH and the Contractor.

LAC-DMH will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to LAC-DMH within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to LAC-DMH within five workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

4.4 Data Collection and Information Exchange

4.4.1 Contractor shall develop measurement and tracking mechanisms to collect and report data. Contractor shall track report monthly unless otherwise specified:

a. Available beds (daily);
b. The number of clients who were referred to the PHF;
c. The number of clients refused or more information pending;
d. The average length of time to respond to referrals to the PHF;
e. The number of clients who were accepted;
f. The number of clients discharged; and
g. The number of clients receiving substance use services.

4.4.2 Contractor shall acknowledge that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH. Contractor also acknowledges that DMH utilizes Los Angeles Network for Enhanced Services (LANES) as a Health Information Exchange network and agrees provide admission history and physical, recent psychiatric progress notes as applicable and necessary, psychotropic medication information, and discharge / transfer summary when needed.

4.4.3 Record Keeping: Contractor shall keep a record of services that were provided, as well as the dates, agendas, sign-in sheets, and minutes of all staff meetings.

4.5 **Duration / Utilization Review**: DMH will implement utilization review every three days, including implementing a standardized decision support tool, InterQual.

Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals, discharge readiness, and timely documentation of such on a monthly basis.

5.0 DEFINITIONS

5.1 **Client**: For the purposes of this SOW, a Client is a person experiencing an acute psychiatric episode or crisis that receives PHF services by Contractor as referred by LAC-DMH.

5.2 **InterQual:** A standardized decision-making tool used to assist with level of care determinations and utilization review.

5.3 **Lanterman-Petris-Short (LPS) Act:** In California, establishes how an individual may be detained in a locked psychiatric facility if the individual is assessed to be a danger to themselves, a danger to others, or gravely disabled.

5.4 **LPS Hold (Short-Term Holds)**: "5150"s are 72-hour holds for evaluation and assessment and "5250"s are 14-day holds for intensive treatment. Each hold is defined under section 5150 or section 5250 of the Welfare and Institutions Code.

5.5 **Medical Clearance:** For the purposes of this SOW, "Medically Clear" for admission shall be defined as clients who meet the criteria in Attachment I. Contractor shall work with referring institutions to efficiently accept and transfer clients to next levels of care. Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.

5.6 **Service Delivery Plan (SDP):** An in depth report that comprises of multiple forms, known as "schedules", that details how mental health services are being delivered, populations served, and funding expenditures for mental health contracts and other unique service contracts. SDPs are used by DMH as a monitoring tool to ensure that services are delivered effectively and efficiently. Oversight activities include: clinical programmatic monitoring (i.e. to ensure effective mental health services and supports are being delivered); fiscal and budget monitoring; and administrative monitoring.

5.7 **Service Function Code** – A code for purposes of determining the number of units of service provided by Contractor hereunder and shall be established by LAC-DMH.

6.0 RESPONSIBILITIES

The County's, and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

LAC-DMH will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 Amendments.

6.2 Furnished Items

6.2.1 Obesity or physical disability: For clients requiring specialized equipment such as a bariatric bed or chair, if the facility is not currently equipped, the necessary equipment, as determined by LAC-DMH, will be provided at the expense of LAC-DMH. Final disposition of equipment will be reviewed on a case-by-case basis.

CONTRACTOR

6.3 Program Manager

6.3.1 Contractor shall provide a full-time Program Manager or designated alternate. LAC-DMH must have access to the Program Manager during regular business hours, which are Monday through Friday 8:00 a.m. to 5:00 p.m. Contractor shall provide a telephone number and electronic mail (e-mail) address where the Program Manager may be reached on a daily basis.

6.3.2 Program Manager shall act as a central point of contact with the County.

6.3.3 Program Manager or alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Program Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

6.4 Personnel

6.4.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.4.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 of the Contract – Background and Security Investigations.

6.5 Identification Badges

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 of the Contract – Contractor's Staff Identification.

6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

6.7 Training

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA), DHCS, Department of Public Health (DPH), Community Care Licensing (CCL), and Centers for Disease Control and Prevention (CDC) standards as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

6.8 Service Delivery Site(s)/Administrative Office

6.8.1 PHF services shall be provided at the facility(s) listed on Exhibit C Statement(s) of Work/ Service Exhibit(s) List and in the Contractor's Service Delivery Plan/Addenda.

6.8.1 Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of **8:00 a.m. to 5:00 p.m.**, Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. **The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

PHF services shall be provided 24 hours per day, seven (7) days per week and 365 days per year (24/7/365).

8.0 WORK SCHEDULES

8.1 Contractor shall submit staff work schedules within five (5) business days of request. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall

list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five working days prior to scheduled time for work.

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

PHF services shall be provided hereunder are generally described in Welfare and Institutions Code (WIC), Section 4080 et seq.; CCR, Title 22, Section 77000 et seq. and the Short-Doyle / Medi-Cal Organizational Provider's Manual (https://dmh.lacounty.gov/qa/qama/). Contractor shall maintain such standards consistent with Contractor's Contract Package and any Addendum thereto, as approved in writing by LAC-DMH, for the term of the Contract.

If Contractor provides PHF services that treat youth, Contractor acknowledges that LACDMH is working with the Charles Drew University adolescent psychiatry fellowship program. Contractor agrees and will permit fellowship residents to rotate at Contractor's site and treat youth requiring PHF services, under the supervision of the Child Psychiatry Program Director or their designee.

Contractor shall work with referring institutions to efficiently accept and transfer clients to next levels of care as referenced in Attachment I (Medical Clearance Form), including aftercare instructions and appointments.

Contractor acknowledges that patients that are transferred or discharged without adequate medical clearance and follow-up plan for their co-morbid medical conditions may be subject to re-admission.

Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.

10.1 PHF SERVICES shall include, but are not limited to:

10.1.1 Admission services 24 hours a day/ seven (7) days a week /365 days per year;

10.1.2 Maintain a safe and clean-living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding;

10.1.3 Three balanced and complete meals each day;

10.1.4 24-hour supervision of all Clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

10.1.5 Assessment and evaluation;

10.1.6 Complete history and physical examination within 24 hours of admission or immediately before admission;

10.1.7 Laboratory services when medically indicated;

10.1.8 X-Rays;

10.1.9 EKGs and EEGs;

10.1.10 Medication supervision and/or support services;

10.1.11 Psychiatric treatment services, including, but not limited to, history and evaluation within 24 hours of admission and daily patient review;

10.1.12 Psychological services;

10.1.13 Social work services;

10.1.14 Nursing services;

10.1.15 Recreational therapy services;

10.1.16 Occupational therapy services;

10.1.17 Orders for PRN (Per re Nata, or as needed) medication occurring four or fewer times a day;

10.1.18 Diabetic care requirements including checking glucose levels and administering insulin up to four times a day;

10.1.19 Medical need for supplemental oxygen;

10.1.20 Wound care up to twice a day;

10.1.21 Recommendation for further treatment, conservatorship, or referral to other existing programs, as appropriate (i.e., day care, outpatient, etc.), relative to patient/client needs;

10.1.22 Prior to regular or Against Medical Advice (AMA) discharge of any Client, Contractor shall prepare and transmit a written aftercare plan in accordance with California Health and Safety Code Section 1284 and WIC Section 5622. Each aftercare plan shall be submitted to LAC-DMH at least one day prior to discharge of the Client or one day subsequent to the discharge if it is an AMA discharge; and

10.1.23 Maintain daily attendance log for each patient day, as defined by LAC-DMH, provided hereunder.

10.2 Temporary Client Absences:

10.2.1 The purpose and plan of each temporary absence, including, but not limited to, specified dates, shall be incorporated in progress notes in the Client's case record. No payment for temporary absence(s) shall be claimed or made where the Client is not expected to return to Contractor's facility.

10.2.2 Contractor may be reimbursed for temporary Client absences from Contractor's facility only as allowable in the CR/DC Manual, Chapter I

(Introduction). County payment for temporary absences must be therapeutically indicated and approved in writing by LAC-DMH.

10.3 Notification of Death:

10.3.1 Contractor shall immediately notify LAC-DMH upon becoming aware of the death of any Client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

10.3.2 Contractor shall report by telephone all special incidents to LAC-DMH and shall submit a written special incident report within 72 hours. Special incidents shall include, but are not limited to: suicide or attempt; absence without leave (AWOL); death or serious injury of Clients; criminal behavior (including arrests, with or without conviction); and any other incident which may result in significant harm to the Client or staff or in significant public or media attention to the program.

10.3.3 Contractor shall inform LACDMH of every client admitted to the emergency department and/or inpatient unit on an involuntary hold (5150 or 5585) and the follow up plan including patient name, patient date of birth, patient phone number, date of admission, and disposition. Provided Contractor has capacity, Contractor shall accept all clients who meet the criteria for acute psychiatric hospitalization, and will provide a report of clients denied access or referred elsewhere on demand in a timely manner.

10.4 Emergency Medical Care:

10.4.1 Clients who are provided services hereunder and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any medical care shall not be a charge to nor reimbursable under this Contract.

10.4.2 Contractor shall have written agreement(s) for emergency and other medical services with one or more general acute care hospitals in accordance with CCR, Title 22, Section 77089.

10.4.3 Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency.

10.4.4 Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Sections 77129 and 77133. Such plan and procedures shall be submitted to LAC-DMH upon request.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify LAC-DMH, upon request, of Contractor's new green initiatives.

12.0 PHF OUTCOMES, PERFORMANCE MEASURES, AND PERFORMANCE-BASED CRITERIA

12.1 PHF Outcomes:

Contractor **SHALL** ensure the PHF services are designed to produce the following outcomes for individuals served by Contractor. The following list is not exhaustive and may be subject to change:

12.1.1 Reduced utilization of Urgent Care Centers (UCCs), hospital psychiatric emergency rooms, inpatient units, and a reduction in incarceration;

12.1.2 Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment;

12.1.3 Improvement in participation rates in outpatient mental health services, case management services, supportive residential programs and intensive services programs; and

12.1.4 Clients' and their family members' (when appropriate) satisfaction with the crisis intervention services received.

12.2 Performance Measures

12.2.1 Contractor **SHALL** ensure PHF services are aligned with the Performance-based Criteria identified in Table 1 - Performance-Requirements Criteria. These measures assess the Contractor's ability to provide the services as well as the ability to monitor the quality of services.

12.2.2 Contractor **SHALL** maintain processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels. Should there be a change in federal, State and/or County statutes, policies, rules, and/or regulations, DMH will advise the Contractor of the revised Performance-based Criteria with 30-days' notice.

Table 1 – Performance Based Criteria:

Performance Based Criteria	Method of Monitoring	Performance Targets
SOW: Bed Capacity Information: Contractor shall provide bed capacity information in real time or at least on a daily basis.	Observation or inspection of reports or bed management system.	Provide daily bed availability information 100% of the time.
SOW: Contractor's Obligation to document and inform LAC-DMH of every client admitted to emergency department and or inpatient unit on an involuntary hold and follow-up plan, including patient name, date of birth, patient phone number, date of admission, and disposition.	Observation or inspection of admission records.	100% reporting of admissions to emergency department and or inpatient unit of 5150s and 5585s on a monthly basis and follow-up plan, including patient name, date of birth, patient phone number, date of admission, and disposition.
SOW: Contractor's obligation to provide written discharge aftercare plan to anticipated follow-up providers at least 24 hours prior to discharge, including appointment time and medication list. This information shall also be provided to LAC-DMH.	Observation of Chart review and documentation.	Compliance in the in documentation of patient chart in 100% of discharges.

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB: _____

SSN: _____

Core Items (within past year unless otherwise noted)

- ❑ **Medical History & Physical Examination**
  - ❑ Unremarkable
  - ❑ Allergies:

    _____
  - ❑ Positive Findings:

    _____

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Comprehensive Psychiatric Evaluation**
  - ❑ DSM-V Diagnosis:

    _____
- ❑ **Active Medical & Psychiatric Medication List**
  - ❑ Medication Compliant
- ❑ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**
  - ❑ Unremarkable
  - ❑ Positive Findings:

    _____

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **RPR-VDRL (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Pregnancy Test (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ OB/GYN Consultation

- ❑ **PPD / Chest X-Ray / QuatiFERON-TB Gold (within 30 days)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **COVID-19 (within 1 week)**
  - ❑ **Vaccinated**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Forensic History Reviewed**
  - ❑ On Probation
  - ❑ On Parole
  - ❑ Registered Sex Offender
  - ❑ Registered Arsonist
- ❑ **Voluntary**
- ❑ **Lanterman Petris Short (LPS) Act**
  - ❑ Not applicable
  - ❑ LPS Application or LPS Letters
- ❑ **High Elopement Risk**
- ❑ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ❑ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ❑ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ❑ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
  - ❑ **Medication Administration Record (MAR) with PRNs**
    - ❑ No IM PRNs administered in past 5 days
    - ❑ Medication Compliant
  - ❑ **Seclusion & Restraint Record**
    - ❑ No seclusion or restraints applied in past 5 days
- ❑ **Physician's Report Completed**

Comments:

_____

_____

_____

Referring Psychiatrist / Medical Provider Information

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

Physician / Medical Provider Information (if applicable)

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor _____

Action Completed _____

DISCREPANCY / ISSUE: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

_____

EXHIBIT C-3

STATEMENT OF WORK 1126

ENRICHED RESIDENTIAL SERVICES (ERS)

STATEMENT OF WORK
ENRICHED RESIDENTIAL SERVICES

TABLE OF CONTENTS

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1. Enriched Residential Services (ERS) programs (formally known as Institutions for Mental Disease (IMD) Step-down Programs) are licensed Adult Residential Facilities (ARF) that provide supportive mental health services, at selected ARFs and, in some instances, assisted living, congregate housing or other independent living situations. ERS focuses on life skills training, linkage and community engagement activities that support individuals in their effort to restore, maintain and apply interpersonal and independent living skills and to access community support systems. In an ERS program, structured day and evening services are available seven days a week.

1.2 Target Population: Contractor will ensure ERS are provided to individuals 18 years of age or over:

1.2.1 Who are in need of an ERS Program;
1.2.2 Who have been referred and authorized by the Department of Mental Health (DMH) Director or designee. Contractor shall make a final decision on all referrals from DMH within seven days;
1.2.2 Who are discharged from acute psychiatric inpatient units or intensive residential facilities, or at risk of being placed in these higher levels of care; and
1.2.3 Who are targeted individuals in higher levels of care who require on-site mental health and supportive services to transition to stable community placement and prepare for more independent community living.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Contractor shall ensure that each enrolled individual has a Single Point of Contact (SPC) for the provision of services and supports. Contractor shall provide comprehensive integrated mental health services to all clients, based on the client treatment plan (formally known as the Individual Service Plans (ISP)) developed for each client in accordance with Service Delivery Plan for the Contract as approved by Director, including any addenda thereto as approved in writing by Director, for the term of the Contract.

Services provided to each client shall be based on the client's treatment plan, which shall be designed to meet the particular client's individual needs for one or more of a broad range of mental health services. The client's treatment plan shall be individualized and updated quarterly; it shall include concrete, measurable, and achievable goals that assist the client in successfully achieving a lower level of care. ERS programs shall include, but are not limited to, one or more of the following services, which are described in the Service Delivery Plan and some of which are also described in the Short-Doyle/Medi-Cal Organizational Provider's Manual (https://dmh.lacounty.gov/qa/qama/):

2.1.1 Mental health services, including crisis intervention, individual, family, couples, group, collateral, and targeted case management services including discharge planning services;
2.1.2 Medication support services;
2.1.3 Integrated services for co-occurring mental health and substance abuse disorders;
2.1.4 Client/family self-help and peer support services; and
2.1.5 Life Support and Board and Care.

2.2 CRITERIA FOR ADMISSION:

This includes admitting all clients who meet criteria for ERS as determined by the designated staff of DMH and are medically cleared. The criteria for medical clearance can be found in Attachment I.

2.3 EMERGENCY MEDICAL CARE:

Clients provided services hereunder who require emergency medical care for physical illness or accident shall be immediately transported to an appropriate medical facility. The cost of such transportation, as well as the cost of any emergency medical care, shall not be a charge to nor reimbursable under the Contract; however,

2.2.1 Contractor shall assure that such transportation and emergency medical care are provided; and

2.2.2 Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency; and

2.2.3 Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with California Code of Regulation (CCR) Title 22, Section 80023. Such plan and procedures shall be submitted to DMH Contracts Development and Administration Division at least ten (10) days prior to the commencement of services under the Contract.

2.4 NOTIFICATION OF DEATH:

Contractor shall immediately notify Director upon becoming aware of the death of any client provided services hereunder or any individual residing at the Contractor's facility. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the following:

- Name of the deceased;
- The date of death;
- A summary of the circumstances thereof; and
- The name(s) of all Contractor's staff with knowledge of the circumstances.

2.5 UTILIZATION REVIEW:

DMH will implement quarterly utilization review, including implementing a standardized decision support tool, InterQual. Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals and timely documentation of such on a monthly basis. DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation with 72 hours of monthly due date as indicated on the Certification form (Attachment II).

2.6 AFTERCARE/DISCHARGE PLAN:

Contractor will provide the preliminary aftercare/discharge summary and a list of current medications, to all healthcare providers from whom the patient will likely receive care after discharge, at least 24 hours prior to discharge. Contractor will also provide the final discharge summary and list of current medications to all healthcare providers that the discharge plan contemplates the patient receiving care from no later than seven days following discharge.

2.6.1 Contractor acknowledges that patients transferred or discharged without an adequate medical clearance and follow-up plan for their co-morbid medical conditions may be subject to re-admission.

2.6.2 Contractor will perform an assessment of each client for co-morbid alcohol and drug use disorder Contractor will provide and document provision of services to those who are dually diagnosed for a minimum of 12 weeks, including development of linkage with access to appropriate dual diagnosis services in the next level of care to which the client will be discharged. These services may be provided on an outpatient basis.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met.

3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.

3.2.1 Such record(s) shall be provided to the County upon request.

3.3 Data Collection and Information Exchange

Contractor shall collect all data elements required by the Department. All future funding for ERS programs will be dependent upon positive performance outcomes, which DMH will monitor throughout the year. Data shall be collected monthly and submitted to DMH by the 15th of the following month.

3.3.1 Contractor shall develop measurement and tracking mechanisms to collect and report data on a monthly basis (or as otherwise indicate) as follows:

a) Available beds/slots (daily);
b) The number of clients who were referred;
c) The number of clients who were refused;
d) The number of clients whose admission is delayed for seven days or more pending more information;
e) The average length of time to respond to referrals;
f) The number of clients who were accepted within 14 days of referral;
g) The number of clients discharged; and
h) The number of clients receiving substance use services.

3.3.2 Contractor acknowledges that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH's Intensive Care Division (ICD) Director or designee. Contractor also acknowledges that DMH utilizes Los Angeles Network for Enhanced Services (LANES) as a Health Information Exchange network and agrees to provide admission history and physical, and medication list within 24 hours of discharge to accepting facility upon transfer. The discharge summary will be provided within seven days.

3.4 Contractor shall comply with the provisions of Welfare and Institutions Code (WIC) Section 5837, including, but not limited to, California Department of Social Services Community Care Licensing Division standards, accurate and timely data reporting, and State quality assurance standards. Contractor shall establish a method for monitoring client's adherence to medication regimens and response to treatment.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor is required to attend scheduled meetings, including the Quarterly Provider Meeting.

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made by the County's Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report (Attachment III) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or

presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County's Contract Project Monitor within five (5) workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

4.4 Performance-Based Criteria:

DMH shall evaluate Contractor on nine performance-based criteria related to program and operational measures indicative of quality mental health services. Contractor shall provide processes for systematically involving families, key stakeholders and direct service staff in defining, selecting, ***and*** measuring quality indicators at the program and community levels. Should there be a change in federal, State, and/or County policies/regulations, DMH, at its sole discretion, may amend these performance-based criteria via Contract amendment. The performance-based criteria are related to four broad categories: staffing, support groups, clientele, and response times.

4.4.1 PROGRAM AND OPERATIONAL REQUIREMENTS:

Contractor shall provide processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels. Contractor shall demonstrate in writing how the services impact the performance targets by providing; statistical reports related to Contractor's services, providing required documents such as licenses, certification, etc., related to the services training schedules and curriculums.

4.4.1.1 Staffing:

a. Contractor implements ethnic and cultural parity of staff to clients. The diversity of the staff is in direct percentage to the percent of ethnically diverse minority clients to be served.
b. Contractor is required to implement 15:1 client-to-direct service staff ratio.
c. Contractor has a minimum of 10% of their paid staff who have lived experience, are past consumers and/or parent advocates.

4.4.1.2 Support Groups:

a. Contractor provides clients, parents, and caregivers with self-help, peer support, and caregiver support groups and refers 100% of clients to these groups, as needed.
b. Contractor ensures that a minimum of 25% of clients/their caregivers are actively involved with self-help, peer support and/or caregiver support groups.

4.4.1.3 Clientele:

a. Contractor shall serve uninsured and underinsured clients at the time of admission as follows: 15% of enrolled clients were uninsured at the time of admission; 10% of enrolled clients were underinsured at the time of admission; and 75% of enrolled clients were insured at the time of admission.
b. Contractor provides services to clients with co-occurring substance use disorders and ensures 50% of clients with co-occurring clients with substance use disorders are actively involved in these services.

4.4.1.4 Response Times:

a. Contractor responds to 100% of referrals within the required 72 hours.
b. 100% of responses to hospitals, emergency rooms, urgent care centers, inpatient hospitals and other institutional settings are within 24 hours.
c. Contractor uses its own staff to respond to 100% of the crisis calls of enrolled clients 24/7.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Subparagraph 8.1 (Amendments).

5.2 Facility Administrator

5.2.1 Contractor shall provide a full-time certified Adult Residential Facility Administrator or designated alternate. County must have access to the Facility Administrator during hours of operation as defined by the County or as identified in Section 6.0 (Hours/Day of Work). Contractor shall provide a telephone number where the Facility Administrator may be reached during normal business hours.

5.2.2 Facility Administrator shall act as a central point of contact with the County.

5.2.3 Facility Manager shall be certified by the California Department of Social Services Community Care Licensing Division.

5.2.4 Facility Administrator/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Facility Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

5.3 Personnel

5.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

5.3.2 Contractor shall be required to background check their employees as set forth in Subparagraph 7.5 (Background and Security Investigations), of the Contract.

5.3.3 Contractor shall assign full-time, dedicated training and program coordinators and licensed professionals to provide clinical oversight according to the following:

5.3.3.1 Staffing ratios as defined in Sub-Section 4.4.1.1; and

5.3.3.2 Clients shall have access to psychiatry staff at least once per month face-to-face and as needed for clinical emergencies.

5.3.4 Contractor shall have appropriate licensed clinical staff to administer the Columbia Suicide Severity Rating Scale (C-SSRS) and/or InterQual administered with current training in the use of the rating scale.

5.3.4.1 In the case of disputes between Contractor and DMH regarding whether a client's degree of suicidal risk is appropriate for placement in the Contractor's facility, a suicidal risk assessment shall be completed by both DMH and Contractor.

5.3.4.2 In the case of continuing dispute, final determination will be made by the DMH Medical Director.

5.4 Identification Badges

5.4.1 Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification), of the Contract.

5.5 Materials and Equipment

5.5.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

5.6 Training

5.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees, including training to safely deescalate and manage agitated clients. In addition, all clinical staff shall attend training in the identification and management of dual diagnoses, including substance use disorders.

5.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA), Department of Health Care Services (DHCS), Department of Public Health (DPH), Community Care Licensing (CCL), and the Centers for Disease Control and Prevention (CDC) standards, as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

5.7 Contractor's Administrative Office

Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries, which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. **The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

6.0 HOURS/DAY OF WORK

Residential services shall be provided 24 hours per day, seven (7) days per week (24/7), including nights and all County holidays. Mental Health Services shall be provided daily. Administrative services shall be provided Monday through Friday from 8:00 a.m. through 5:00 p.m. including all County holidays.

7.0 WORK SCHEDULES

7.1 Contractor shall submit for review and approval a work schedule for each facility to the County Project Director within ten (10) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going

maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

7.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within ten (10) working days prior to scheduled time for work.

8.0 UNSCHEDULED WORK

8.1 The DMH Project Lead or designee may authorize the Contractor to perform unscheduled work, including when the need for such work arises out of extraordinary incidents, such as acts of God and third party negligence, or to add to, and/or modify existing services. Unscheduled work must be authorized in advance by the DMH Project Lead or designee.

9.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

9.1 Services shall be provided at a facility as listed on Exhibit C Statement(s) of Work/Service Exhibit(s) List. Contractor shall obtain the prior written consent of Director or designee at least 60 days before terminating services at such location(s) and/or commencing such services at any other location(s).

9.2 All changes must be made in accordance with Subparagraph 8.1 (Amendments) of the Contract.

10.0 DEFINITIONS

10.1 Single Point of Contact (SPOC): The SPOC is the person authorized by the Contractor to discuss or obtain any/all information concerning a specific Treatment Authorization Request (TAR) and/or Medi-Cal beneficiary.

10.2 Treatment Plan: A client's treatment plan must clearly address the mental health needs (e.g. symptoms, behaviors and/or impairments requiring improvement) identified in the most current Assessment and utilize the client's strengths to achieve his/her goals.

10.3 InterQual: A standardized decision-making tool used to assist with level of care determinations and utilization review.

10.4 Medically Clear: For the purposes of this SOW, "Medically Clear" for admission shall be defined as clients who meet the criteria in Attachment I. Contractor shall work with referring institutions to efficiently accept and transfer clients to next levels of care. Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD
SOW: Subsection 2.1	Agency accepts all clients referred to DMH Intensive Care Division (ICD) for which it has available slots/beds. Agency acknowledges ICD has prescreened clients as clinically appropriate for supervised living level of according to generally accepted standards.	100% compliance as measured by number of referrals accepted within fourteen days of referral.
SOW: Subsection 2.1	Agency demonstrates client improvement in function such that client is able to concretely attain goals and progress towards discharge planning in a timely manner.	100% compliance as determined by 20% of clients who increase in level of function and/or privileges per month and achieve discharge-planning status. 20% of appropriate patients discharged from facility per month.
SOW: Subparagraph 2.6.2 (Contractor's Project Manager)	Assessment of each client for co-morbid alcohol and drug abuse.	100% compliance in sample review of records.

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB: _____

SSN: _____

Core Items (within past year unless otherwise noted)

- ❑ **Medical History & Physical Examination**
  - ❑ Unremarkable
  - ❑ Allergies:

    _____

  - ❑ Positive Findings:

    _____

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Comprehensive Psychiatric Evaluation**
  - ❑ DSM-V Diagnosis:

    _____
- ❑ **Active Medical & Psychiatric Medication List**
  - ❑ Medication Compliant
- ❑ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**
  - ❑ Unremarkable
  - ❑ Positive Findings:

    _____

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **RPR-VDRL (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Pregnancy Test (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ OB/GYN Consultation

- ❑ **PPD / Chest X-Ray / QuatiFERON-TB Gold (within 30 days)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **COVID-19 (within 1 week)**
  - ❑ **Vaccinated**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Forensic History Reviewed**
  - ❑ On Probation
  - ❑ On Parole
  - ❑ Registered Sex Offender
  - ❑ Registered Arsonist
- ❑ **Voluntary**
- ❑ **Lanterman Petris Short (LPS) Act**
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  - ❑ LPS Application or LPS Letters
- ❑ **High Elopement Risk**
- ❑ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ❑ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ❑ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
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  - ❑ **Seclusion & Restraint Record**
    - ❑ No seclusion or restraints applied in past 5 days
- ❑ **Physician's Report Completed**

Comments:

_____

_____

_____

Referring Psychiatrist / Medical Provider Information

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

Physician / Medical Provider Information (if applicable)

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

.State of California Health and Welfare *Department of Health Services*

CERTIFICATION FOR SPECIAL TREATMENT PROGRAM: ☐ **CERTIFICATION** ☐ **RECERTIFICATION**

PART 1 - COMPLETED BY FACILITY

CLIENT'S NAME: **DATE HS-231 COMPLETED:**

CLIENT'S - **FACILITY NUMBER:** **LEGAL STATUS:** **ADMISSION DATE:**

FACILITY NAME & ADDRESS: **MEDI-CAL IDENTIFICATION NUMER:**

SOCIAL SECURITY NUMBER:

MIS#

PART III - CERTIFICATION BY

☐ Local Mental Health Director

☐ You are authorized to claim payment for Treatment as recommended by you.

☐ Request Denied

FROM:

TO:

A TOTAL OF ☐ **MONTHS**

PART II - COMPLETED BY DESIGNEE: **BIRTHDATE:** **AGE:** **SEX:** ☐ Male ☐ Female **COUNTY:**

*****THE BELOW IS SUPPORTIVE INFORMATION FOR THIS RECOMMENDATION*****

ADMISSION:

EMOTIONAL STATE:

Reason for Hospitalization:

CURRENT BEHAVIORS/ DISCHARGE BARRIERS REQUIRING SNF - IMD LEVEL OF CARE:

Problem #1:
Manifested By:
Current Average Frequency:

Problem #2:
Manifested By:
Current Average Frequency:

Problem #3:
Manifested By:
Current Average Frequency:

SHORT TERM GOALS (< 90 DAYS)

Goal #1:
Goal Average Frequency: *By the date of:*

Goal #2:
Goal Average Frequency: *By the date of:*

Goal #3:
Goal Average Frequency: *By the date of:*

LONG TERM GOALS (> 90 DAYS)

Goal #1:
Goal Average Frequency: *By the date of:*

Goal #2:
Goal Average Frequency: *By the date of:*

Goal #3:
Goal Average Frequency: *By the date of:*

SPECIAL TREATMENT PROGRAM (STP) GOALS

Problem/Goal Focused Groups/Activities:

Average STP/week Participation/Attendance: ☐ *Average STP/week Participation Goal:* ☐ *By the date of:*

Response to Special Treatment Program: *Current Level:*

Response to Incentive Program: *Level Goal:* *By the date of:*

Designee Signature	**Designee Title**	**Affiliation**	**Date**
Contract Liaison	**Contract Liaison Title**	**County and Department**	**Date**

**DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of the quarterly due date

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY / ISSUE: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT C-4

STATEMENT OF WORK 1127

Skilled Nursing Facility – Special Treatment Programs

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STATEMENT OF WORK (SOW)

SKILLED NURSING FACILITY- SPECIAL TREATMENT PROGRAM

1. SCOPE OF WORK

Skilled Nursing Facility - Special Treatment Program (SNF-STP) / Psychiatric Services, shall be provided in a California Department of Health Care Services (DHCS) licensed Skilled Nursing Facility which has been certified by the California Department of Public Health to provide a Special Treatment Program (STP) as defined in Chapter 3, Division 5, Title 22 of the California Code of Regulations. SNF-STP services shall be designed to provide a therapeutic environment of care and treatment within a residential setting. The facility shall provide 24-hour inpatient skilled nursing and supportive care for a specified period for clients who require supervision, development of community living skills, rehabilitation, life enrichment, and other care and treatment to those who cannot be safely cared for at a lower level or care.

STP services consist of therapeutic services, including prevocational preparation and pre-release planning, provided to chronically mentally ill adults having special needs in one or more of the following areas: self-help skills, behavior adjustment, and interpersonal relationships. The program objectives shall be aimed at improving the adaptive functioning of chronically mentally ill residents to enable them to move to a less restrictive environment and to prevent others from regressing to a lower level of functioning.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 Contractor shall obtain the prior written consent of the Department of Mental Health (DMH) Director or designee at least 70 days before terminating services at a designated facility and/or before commencing such services at any other facility(ies).

2.2 All changes must be made in accordance with the Contract, sub-paragraph 8.1 Amendments.

3.0 QUALITY MANAGEMENT

3.1 Contractor shall establish and utilize a comprehensive Quality Management Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to DMH upon request for review. The Plan shall include, but may not be limited to the following:

3.1.1 Method of monitoring to ensure that Contract requirements are being met.

3.1.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of

the problem, and the time elapsed between identification and completed corrective action.

3.1.2.1 Record(s) shall be provided to DMH upon request.

3.2 Contractor shall comply with all applicable provisions of Welfare & Institutions Code (WIC), California Code of Regulations (CCR), Code of Federal Regulations, DHCS policies and procedures, and DMH quality improvement policies and procedures, to establish and maintain a complete and integrated quality improvement system. In conformance with these provisions, Contractor shall establish:

3.2.1 A utilization review process;

3.2.2 An interdisciplinary peer review of the quality of client care; and

3.2.3 Monitoring of medication regimens of Clients. Medication monitoring shall be conducted in accordance with DMH policy.

3.2.4 A copy of Contractor's Quality Management Plan shall be available to LAC-DMH upon request.

3.3 <u>Data Collection</u>

3.3.1 Contractor shall develop measurement and tracking mechanisms to collect and report data on a monthly basis, unless otherwise specified, as follows:

a) Available beds (daily);

b) The number of clients who were referred;

c) The number of clients refused;

d) The number of clients whose admission is delayed for seven days or more pending more information;

e) The average length of time to respond to referrals;

f) The number of clients who were accepted and admitted within 14 days of referral;

g) The number of clients discharged; and

h) The number of clients receiving substance use services.

3.3.1.1 Contractor shall identify and track clients who have co-occurring mental health and substance use disorders and were provided with a minimum of 12 weeks of treatment targeting dual diagnosis, and the number of clients who were provided a referral to substance use disorder treatment upon discharge to community-based treatment;

3.3.1.2 Contractor shall track clients who have more than two psychiatric hospitalizations during their admission; and

3.3.1.3 Contractor shall evaluate and report on the time it takes to evaluate referrals and generate a response on whether client is accepted or denied. This report shall be provided to DMH on a monthly basis.

3.3.2 **DATA AND INFORMATION EXCHANGE**

Contractor acknowledges that LACDMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH ICD Director of designee. Contractor also acknowledges that LACDMH utilizes LANES as a Health Information Exchange network and agrees to provide admission history and physical, recent psychiatric progress notes as applicable and necessary, psychotropic medication information, and discharge/transfer summary when needed.

4.0 QUALITY ASSURANCE PLAN

DMH will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor shall attend meetings as requested by DMH.

4.2 Contract Discrepancy Report (SOW – ATTACHMENT III)

Verbal notification of a Contract discrepancy will be made to Contractor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by DMH and the Contractor.

DMH will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to DMH ICD Director or designee within **five** workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to DMH within **five** workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

- **Client**: For the purposes of this SOW, a client is an individual with a mental health disorder who requires mental health services in an intensive residential setting and is receiving services from Contractor through the Contract.

- **Conservator:** An adult legally responsible for another adult (conservatee) with a medically diagnosed mental illness.

- **Current Procedural Terminology (CPT) 90805:** Medical and billing code set by the American Medical Association for individual psychotherapy approximately 20 – 30 minutes face to face with medical evaluation and management services.

- **Current Procedural Terminology (CPT) 90807:** Medical and billing code set by the American Medical Association for individual psychotherapy approximately 45 – 50 minutes face to face with medical evaluation and management services.

- **DMH Care Coordination Unit:** Unit responsible for navigation of clients and management of the waitlist.

- **DMH Care Navigator:** DMH staff responsible for care coordination, navigation, and waitlist management.

- **DMH Clinical Reviewer:** DMH staff responsible for making clinical determinations of level of care and utilization review decisions.

- **DMH Intensive Care Division (ICD):** The Los Angeles Department of Mental Health division which both authorizes the care for and performs utilization review of clients needing treatment for 24-hour residential care due to severe and persistent mental illness in a variety of different levels of care throughout Los Angeles County.
- **DMH ICD Director:** The Director of the Intensive Care Services Division within the Los Angeles Department of Mental Health.
- **InterQual –** A standardized decision-making tool used to assist with level of care determinations and utilization review.

- **Lanterman-Petris-Short (LPS) Act:** In California, establishes how an individual may be detained in a locked psychiatric facility if the individual is assessed to be a danger to themselves, a danger to others, or gravely disabled.

- **LPS Hold (Short-term holds)**: "5150"s, 72-hour holds for evaluation and assessment; and "5250"s, 14-day holds for intensive treatment. Each hold is defined under either WIC section 5150 or 5250.

- **Level of Care Utilization System**: The system through which a client is referred to the various different levels of care offered within the LAC-DMH network, which is subject to screening and utilization review.

- **Medically Clear**: For the purposes of this SOW, "Medically Clear" for admission shall be defined as clients who meet the criteria in Attachment I (Medical Clearance form). Contractor shall work with referring institutions to efficiently accept and transfer clients to next levels of care. Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.

- **Mental Health Plan (MHP):** In Los Angeles County, DMH, responsible for the provision of Specialty Mental Health Services (SMHS) to Medi-Cal beneficiaries.

- **Patient:** This term may be used interchangeably with "Client" as defined above.

- **Patient Day**: The number of days of inpatient services based on the most recent full year of hospital discharge data.

- **PRN:** Latin for "Pro re nata" meaning medication on an as needed basis.

- **Service Delivery Plan (SDP):** An in depth report that comprises of multiple forms, known as "schedules", that details how mental health services are being delivered, populations served, and funding expenditures for mental health contracts and other unique service contracts. SDPs are used by DMH as a monitoring tool to ensure that services are delivered effectively and efficiently. Oversight activities include: clinical programmatic monitoring (i.e. to ensure effective mental health services and supports are being delivered); fiscal and budget monitoring; and administrative monitoring.

- **Service Function Code (SFC)**: A code for the purposes of determining the number of units of service provided by Contractor hereunder and established by DMH.

- **Significant Support Person:** A person who, in the opinion of the beneficiary, or the person providing services, has or could have a significant role in the successful outcome of treatment.

- **Skilled Nursing Facility – Special Treatment Program (SNF-STP)**: Long-term care facilities that provide 24-hour, individualized program which provides intensive support and rehabilitation services designed to assist persons with mental disorders who would have been placed in a state hospital or another health facility to develop the skills to become self-sufficient and capable of increasing levels of independent functioning.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

DMH will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 Amendments.

CONTRACTOR

6.2 Program Director

6.2.1 Contractor shall provide a full-time Program Director and a designated alternate. DMH must have access to the Program Director or designated alternate during regular business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday. Contractor shall provide a telephone number and electronic mail (e-mail) address where the Project Director may be reached on a daily basis.

6.2.2 Program Director shall act as a central point of contact with DMH.

6.2.3 Program Director or alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Program Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

6.3 Personnel

6.3.1 Contractor shall assign a sufficient number of employees in accordance with all applicable sections of the California Code of Regulations (CCR), Title 22, Chapter 3, staffing standards to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5, of the Contract – Background and Security Investigations.

6.4 Identification Badges

6.4.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 of the Contract – Contractor's Staff Identification.

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

6.6 Training

6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees in accordance with Title 22, Section 72469 of California Code of Regulations.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA), Department of Health Care (DHCS), Department of Public Health (DPH), Community Care Licensing (CCL), and Centers for Disease Control and Prevention (CDC) standards, as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

6.7 Service Delivery Site/Administrative Office

6.7.1 SNF-STP services shall be provided at sites identified on the Statement(s) of Work/Service Exhibit(s) List - Exhibit C and in the Contractor's Service Delivery Plan/Addenda.

6.7.2 Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of **8 a.m. to 5 p.m.**, Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. **The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

7.0 HOURS/DAY OF WORK

SNF-STP services shall be provided 24 hours per day, seven days per week and 365 days per year (24/7/365).

8.0 WORK SCHEDULES

8.1 Upon DMH's request, Contractor shall submit staff work schedules within **five** business days. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 Upon DMH's request, Contractor shall submit revised staff work schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to DMH ICD Director or designee for review and approval within working days prior to scheduled time for work.

9.0 SPECIFIC WORK REQUIREMENTS

Contractor shall provide SNF-STP services to clients in accordance with this Statement

of Work and any addenda thereto, as approved in writing by DMH, for the term of the Contract. All SNF-STP services shall be focused on preparing the client for discharge and this shall begin at the time of admission. Contractor shall discharge/move no less than 10% of their clients per month to next level of care and get their clients 'discharge ready', put them on discharge planning and provide excellent quality of care where clients are empowered through individualized programs to reach goals of increased independence and ability. Clients' families are also encouraged to participate in therapy sessions, caregiver education, and training.

9.1 Facility Licensing

9.1.1 Contractor shall be licensed by the California Department of Health Care Services (DHCS) as a provider of services to clients under WIC Sections 5350 and 6000.

9.1.2 Contractor shall provide a facility licensed by California Department of Public Health and certified by DHCS in accordance with CCR, Title 22, Chapter 3, Sections 7200 et seq. The facility shall be staffed to provide skilled nursing and intensive psychiatric services in accordance with all applicable sections of the CCR, Title 22, Chapter 3, staffing standards.

9.2 Target Population

Contractor shall admit and provide SNF-STP services to ALL clients that are referred by DMH. Contractor shall make a final decision on all referrals from DMH within seven days. Contractor acknowledges that DMH has pre-screened clients as clinically appropriate for SNF-STP level of care according to generally accepted standards. The population referred to Contractor by DMH shall include but is not limited to adults ages 18 and older who reside in the Los Angeles County (County) and meet any of the following conditions:

9.2.1 Clients who are in need of SNF-STP Services;

9.2.2 Voluntary and Lanterman-Petris-Short (LPS) conservatees;

9.2.3 Clients who require supervision, re-socialization, rehabilitation, life enrichment, and other care and treatment;

9.2.4 Clients with a history of acute psychiatric hospitalization, evaluation and treatment at an inpatient psychiatric unit:

9.2.5 Clients diagnosed, using current diagnostic manual nomenclature, as having a disabling psychiatric disorder such as schizophrenia or a major affective disorder; and

9.2.6 Clients described by WIC Sections 5350 and 6000.

9.2.7 Clients that meet any of the criteria in Sections 9.2.1 through 9.2.6 and may also have any of the following:

9.2.7.1 Present or past history of substance use disorder in the absence of current intoxication or withdrawal;

9.2.7.2 Past history of legal charges, convictions, arrests, or justice-involvement status;

9.2.7.3 The current presence of suicidal ideation in the absence of actual suicidal behavior or intent in the previous week.

9.2.7.3.1 In the case of disputes between Contractor and DMH regarding whether a client's degree of suicidal risk is appropriate for placement in the Contractor's facility, suicidal risk assessment shall be completed by both DMH and Contractor utilizing the Columbia Suicide Severity Rating Scale (C-SSRS) and/or InterQual administered by a licensed clinician with current training in the use of the rating scale.

9.2.7.3.2 In the case of continuing dispute, final determination will be made by the DMH Medical Director.

9.2.7.4 Obesity or physical disability – For clients requiring specialized equipment such as a bariatric bed or chair, if the facility is not currently equipped, the equipment will be provided at the expense of DMH. Final disposition of equipment shall be determined on a case by case basis;

9.2.7.5 Orders for PRN (as needed) medication occurring four or fewer times a day;

9.2.7.6 Diabetic care requirements including checking glucose levels and administering insulin up to four times a day;

9.2.7.7 Medical need for supplemental oxygen; and

9.2.7.8 Wound care up to twice a day

9.3 Duration of Client Services and Utilization Review

The duration of any client's services hereunder shall not exceed **90** patient days, as defined by DMH. Services beyond **90** days must have prior written approval by DMH and will occur in 30-day increments unless otherwise specified.

DMH will implement utilization review every 30 days, including implementing a standardized decision support tool, InterQual. Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals and timely documentation of such on a monthly basis.

DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of monthly due date as indicated on the Certification form (Attachment II).

9.3.1 InterQual shall be administered by DMH staff trained in their usage.

9.3.1.1 The individualized treatment plan will address any deficits in each of the InterQual dimensions that are currently impairing the person from being able to function at a less intensive/less restrictive level of care.

9.4 SNF-STP services shall include, but are not limited to:

9.4.1 Admission services 24/7/365;

9.4.2 Safe and clean-living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding at least once a week;

9.4.3 Three balanced and complete meals each day;

9.4.4 24-hour supervision of all clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

9.4.5 Collaboration with the DMH Care Navigator to ensure an assessment of each client for co-morbid alcohol and drug abuse, and provision of appropriate services to those who are dually diagnosed, including development of linkage with appropriate dual diagnosis services in the community to which the client will be returning;

9.4.6 Collaboration with the DMH Care Navigator to ensure that conservatorship initiations and renewals are appropriately obtained;

9.4.7 Individual and group counseling or therapy;

9.4.8 Crisis Intervention;

9.4.9 Educational services, including diagnostic services and remediation;

9.4.10 Client advocacy, including assisting clients to develop their own advocacy skills;

9.4.11 An activity program that encourages socialization within the program and the general community, and that assists linking the client to resources which are available after leaving the program;

9.4.12 Development of linkages with the general social service system;

9.4.13 Psychological and neurological services when indicated;

9.4.14 Physical examinations within 72 hours of admission and referral for further consultation and treatment when medically indicated;

9.4.15 Utilization of consultative resources, including consumer and family members in the planning and organization of services;

9.4.16 Discharge planning for both regular and Against Medical Advice (AMA) discharges, as appropriate; and

9.4.17 Maintenance of a daily attendance log for each client day, as defined by DMH, provided hereunder.

9.4.18 **Individualized Treatment Services (ITS)**

9.4.18.1 Individualized treatment services will include a program, which includes individualized therapy, and will be developed through client assessment, to meet the specific needs of each client.

9.4.18.2 The treatment planning process shall include level of care assessment utilizing Level of Care Utilization System.

9.4.18.3 Contractor shall work on individualized behavioral plans with clients to minimize the use of seclusion and physical/chemical restraints.

9.4.18.4 Contractor shall optimize both structured and unstructured outdoor activity time for clients.

9.4.18.5 At time of admission, DMH Clinical Reviewers will specify discharge readiness criteria for each client's service plan. DMH Clinical Reviewers will work closely with Contractor's facility treatment teams to establish an effective and therapeutic working relationship to ensure that optimum individualized care is provided. Contractor and DMH Clinical Reviewers will focus primarily on development of skills required to allow the client to successfully return to community placement, in the least restrictive, most appropriate environment.

9.4.18.5.1 Discharge plans/discharge planning groups: Contractor shall discharge no less than 10% of their clients and an additional 10% of clients will be placed in discharge planning groups per month. Individualized treatment goals will be documented in the client's record at admission and updated a minimum of every 30 days.

9.4.18.5.2 Continuing re-evaluation of each client's discharge potential will be noted as specified by the Medi-Cal and Medicare regulations.

9.4.18.5.3 Contractor must submit discharge summaries to DMH's Care Navigator within three days of discharge.

9.4.18.5.4 Clients that have been deemed by the DMH Director or his designee to have met their treatment goals and their maximum point of medical benefit, that are deemed appropriate for a lower level of care, regardless of whether there are administrative barriers such as private conservator consent or availability of beds at lower level of care, shall be reimbursed at 75% the base rate.

9.4.19 **Training Program for Clients**

Contractor shall provide a structured training regimen to assist clients in the development of new skills and in modifying behaviors that prevent them from living in a lower level of care facility. The structured training program shall include, at a minimum, the following special rehabilitation program services:

9.4.19.1 Self-Help Skills Training

a) Supervision of medications and education regarding medications;
b) Identification and rehabilitation of physical impairment and pain, as well as future injury prevention;
c) Bowel and bladder programs;
d) Money management;
e) Use of community resources;
f) Behavior control and impulse control;
g) Frustration tolerance/stress management;
h) Mental health/substance abuse education; and
i) Physical education

9.4.19.2 Behavioral Intervention Training

a) Behavioral modification modalities;
b) Re-motivation therapy;
c) Patient government activities;
d) Group counseling; and
e) Individual counseling

9.4.19.3 Interpersonal Relationships

a) Social counseling;
b) Educational and recreational therapy; and
c) Social activities such as outings, dances, etc.

9.4.19.4 Pre-vocational Preparation Services

a) Homemaking;
b) Work activity; and
c) Vocational counseling

9.4.19.5 Continuing Education to help Clients manage their own self care

a) Good nutrition;
b) Exercise;
c) Use of glucometers to monitor blood glucose; and
d) Both psychiatric and physical health medications

9.4.19.6 Pre-release Planning

a) Out-of-home planning;
b) Linkage to medical services in the community as needed; and
c) Linkage to benefits and other services as needed in the community

9.4.20 **Psychiatric Services**

Client to psychiatry staffing ratio shall be 75:1, or better, per facility. Psychiatric services shall be provided by the treating psychiatrist and shall include, but are not limited to:

9.4.20.1 Prescribing, administering, dispensing, and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness and to return clients to optimal function on a weekly basis;

9.4.20.2 Evaluating the need for medication, clinical effectiveness, and the side effects of medication;

9.4.20.3 Obtaining informed consent of the client or his/her conservator;

9.4.20.4 Providing medication education, including, but not limited to, discussing risks, benefits, and alternatives with clients, conservator, or significant support persons;

9.4.20.5 Ordering laboratory tests related to the delivery of psychiatric services;

9.4.20.6 Responding to emergencies 24 hours a day, seven days a week, by telephone consultation either personally or by a specifically designated colleague, and ensuring that this information is available at all times for the clinical staff on duty;

9.4.20.7 Available for consultation with other social and legal systems;

9.4.20.8 Available for consultation with care coordinators/case managers and participate in treatment planning with them;

9.4.20.9 Testify, when necessary, in LPS Conservatorship hearings;

9.4.20.10 Consult, whenever appropriate, with other general physicians and physician specialists who are providing care to his/her client, and document this in the medical record;

9.4.20.11 Attend all quarterly multidisciplinary meetings in order to provide medical or clinical input into treatment planning. This may include identifying, documenting, and communicating discharge barriers to DMH designated staff. If the Contractor's psychiatrist disagrees with the assessment of the DMH designated staff that a particular client is ready for discharge, the psychiatrist must document his or her rationale in the chart.

9.4.20.12 Provide clinical documentation that meets all legal and quality improvement requirements, including:

a) Medical record entries and subsequent alteration(s) are legible, dated and timed (including starting and ending time), Current Procedural Terminology (CPT) code, and signed;
b) Documentation of medically necessary criteria that a particular Client be kept in a locked facility;
c) Complete and timely initial assessment;
d) Ready availability of the history of medication usage in the facility; and
e) At a minimum, clinical progress notes that include the client's progress, clinical interventions, client response to interventions, plan of treatment, full signature of clinician, and discipline.

9.4.20.13 Provide at least one face to face treatment session with each

client (equivalent to CPT 90805) per week. One of these sessions each month shall be more comprehensive (equivalent to CPT 90807); and

9.4.20.14 Make (and document) active, and continual efforts to optimize the clients' medication in order to maximize their functional level, minimize both "positive" and "negative" symptoms of psychosis, stabilize mood and behavior, and minimize adverse medication reflect a protocol which is made clear in the medical record. Services provided will be directly related to the client's treatment plan and will be a necessary component to assist the client in reaching the goals set forth in the treatment plan.

9.4.20.15 Proactively identify patients for discharge. The facility staff will notify the DMH Clinical Reviewer or liaison staff of clients who refuse to leave the facility after clinical determination of readiness to move to a lower level of care.

9.4.20.16 Document in client's chart the clinical rationale if/when the psychiatrist disagrees with the assessment of the DMH Clinical Reviewer or liaison that a particular client is ready for discharge.

9.4.20.17 Follow the Mental Health Plan's (MHP's) medication monitoring guidelines.

9.4.21 **Temporary Client Absences**

The purpose and plan of each temporary absence, including, but not limited to, specified dates, shall be incorporated in progress notes in the client's case record. Payment for temporary absences must be therapeutically indicated and approved in writing by DMH.

9.4.21.1 Clients with escalating psychiatric symptoms resulting in a brief stay in an acute psychiatric hospital or who develop serious medical needs resulting in a brief medical hospital stay shall have their beds held for up to a maximum of seven days.

9.4.21.2 Contractor may be reimbursed for temporary client absences from Contractor's facility if they meet the following criteria:

9.4.21.2.1 Bed hold(s) due to temporary leave of absence for acute hospitalization shall be limited to a maximum of seven calendar days.

9.4.21.2.2 After the seven calendar days, in order to be reimbursed under the terms of the Contract, a

new admission authorization must be processed for re-entry into Contractor's facility.

9.4.21.2.3 Bed hold(s) due to a temporary leave of absence for acute hospitalization shall be reimbursed at the corresponding rate (facility base rate + treatment patch, if applicable); minus raw food cost; minus any treatment patch rate, for a maximum of seven calendar days.

9.4.21.2.4 DMH payment for bed holds due to a temporary leave of absence must be therapeutically indicated and be part of the client's treatment plan.

9.4.21.2.5 Payment for bed holds due to temporary leave of absence shall not be claimed or made where the client does not return to Contractor's facility or is not expected to return.

9.4.22 **Discharge Criteria and Planning**

9.4.22.1 At time of admission, DMH Clinical Reviewers will specify discharge readiness criteria for each client's service plan.

9.4.22.2 DMH Clinical Reviewers will review treatment plans of clients for adherence to treatment goals and timeline for estimated length of stay on a regular basis. Clients whose length of stay is beyond average will be reviewed for treatment adjustment and/or level of care adjustment as clinically appropriate.

9.4.22.3 Clients are generally discharged from the facility only upon the written order of the attending physician or facility medical director, or on-call physician. No medication changes shall be made during the last 30 days prior to discharge that would cause a delay in scheduled discharge unless medically necessary.

9.4.22.4 If a client is a voluntary admission and wishes to leave the facility without a physician's order, the client must sign a statement acknowledging departure from the facility without a written physician's order.

9.4.22.5 Assistance with discharges may be obtained from public agencies, including the Public Guardian's Office and State Department of Social Services

9.4.22.6 Upon discharge or death of a client, Contractor shall refund the following:

9.4.22.6.1 Any unused funds received by Contractor for the client's bill to the payor source within 30 days;

9.4.22.6.2 Any entrusted funds held in an account for the client will be disbursed to the client not conserved or conservator within three banking days;

9.4.22.7 Any money or valuables entrusted by the client to the care of the Contractor's facility will be stored in the facility and returned to the client not conserved or conservator in compliance with existing laws and regulations.

9.4.22.8 Contractor shall notify DMH's Care Coordinator when a Client is discharged from the facility and admitted to another facility within 24 hours. All such discharges and admissions will be authorized by DMH's Care Coordinator and arranged by mutual consent, with family members, DMH, and specified individuals involved with the client's treatment and supports.

9.4.22.9 Contractor shall provide the initial aftercare/discharge plan, including a list of current medications, to all healthcare providers from whom the patient will likely receive care after discharge, at least 24 hours prior to discharge. The Contractor shall provide the final discharge summary and medication list to healthcare provider(s) that the patient is receiving care from no later than seven days following discharge.

9.4.22.10 Transfer of clients between facilities will be arranged by mutual consent between Contractor and DMH and with notification to, and appropriate input from, the client's conservator, significant family members, DMH's Care Coordination Unit, and specified individuals involved with the client's treatment and support system.

9.4.23 **Notices**

9.4.23.1 Contractor shall immediately notify DMH upon becoming aware of the death of any client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's

staff with knowledge of the circumstances.

9.4.23.2 Contractor shall report by telephone all special incidents to DMH and shall submit a written special incident report within 72 hours. Special incidents shall include, but are not limited to: suicide or attempt; absence without leave (AWOL); death or serious injury of clients; criminal behavior (including arrests with or without conviction); and any other incident which may result in significant harm to the client or staff or in significant public or media attention to the program.

9.4.24 **Emergency Medical Care**

9.4.24.1 Clients who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall not be a charge to nor reimbursable under the Contract.

9.4.24.2 Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency.

9.4.24.3 Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to DMH ICD Director or designee upon request.

9.4.25 **Data and Information Exchange**

9.4.25.1 Contractor acknowledges that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH ICD Director or designee. Contractor also acknowledges that DMH utilizes LANES as a Health Information Exchange network and agrees to provide admission history and physical, recent psychiatric progress notes as applicable and necessary, psychotropic medication information, and discharge / transfer summary when needed.

10.0 GREEN INITIATIVES

10.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

10.2 Contractor shall notify DMH ICD Director or designee, upon request, of Contractor's new green initiatives prior to Contract commencement.

11.0 SNF-STP OUTCOMES, PERFORMANCE MEASURES AND PERFORMANCE REQUIREMENTS SUMMARY

11.1 SNF-STP Outcomes

Contractor **SHALL** ensure the SNF-STP services are designed to produce the following outcomes for individuals served by SNF-STPs. This list is not exhaustive and may be subject to change:

11.1.1 Reduced utilization of Urgent Care Centers, hospital psychiatric emergency rooms, inpatient units, and a reduction in incarceration;

11.1.2 Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment;

11.1.3 Improvement in participation rates in outpatient mental health services, case management services, supportive residential programs, dual diagnosis, and intensive services programs; and

11.1.4 Clients' and their family members' (when appropriate) satisfaction with the crisis intervention received.

11.2 Performance Measures

11.2.1 Contractor SHALL ensure SNF-STP operations are aligned with the Performance-based Criteria identified in Table 1 – Performance Requirements Summary. These measures assess the Contractor's ability to provide the services as well as the ability to monitor the quality of services.

11.2.2 Contractor SHALL maintain processes for systematically involving families, key stakeholders, and direct service staff, including DMH, in defining, selecting, and measuring key performance quality indicators at the program and community levels in the areas of: staffing, treatment program, client flow, clientele, and response times. These quality indicators shall be measured quarterly and reported to DMH. Should there be a change in federal, State and/or County policies/regulations, DMH will advise the Contractor of the revised Performance-based Criteria with 30-days' notice.

Table 1 – Performance Requirements Summary

	PERFORMANCE REQUIREMENTS	METHOD OF COLLECTING DATA	PERFORMANCE TARGETS
1.	Agency accepts all clients referred by DMH Intensive Care Division (ICD) for which it has available beds. Agency acknowledges ICD has pre-screened clients as clinically appropriate for SNF-STP level of care according to generally accepted standards.	Centralized tracking of referrals, acceptances and admissions by ICD.	100% compliance as measured by number of admissions per month within fourteen days of referral over six-month period.
2.	Agency demonstrates client improvement in function such that client is able to concretely attain goals and progress towards discharge planning in a timely manner. Section 9.4.18.6 of this SOW.	Sample review of records.	100% compliance as determined by number of clients who increase in level of function and/or privileges per month as documented by agency over six-month period. 20% of patients discharged / discharge ready from facility per month
3.	Assessment of each client for co-morbid substance use disorder Facility must provide and document provision of services to those who are dually diagnosed for a minimum of 12 weeks, including development of linkage with access to appropriate dual diagnosis services in the next level of care to which the client will be discharged. Section 9.4.5 of this SOW.	Sample review of records.	100% compliance.

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB: _____

SSN: _____

Core Items (within past year unless otherwise noted)

- ❑ **Medical History & Physical Examination**
  - ❑ Unremarkable
  - ❑ Allergies:

    _____
  - ❑ Positive Findings:

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Comprehensive Psychiatric Evaluation**
  - ❑ DSM-V Diagnosis:

    _____
- ❑ **Active Medical & Psychiatric Medication List**
  - ❑ Medication Compliant
- ❑ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**
  - ❑ Unremarkable
  - ❑ Positive Findings:

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **RPR-VDRL (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Pregnancy Test (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ OB/GYN Consultation
- ❑ **PPD / Chest X-Ray / QuatiFERON-TB Gold (within 30 days)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment

- ❑ **COVID-19 (within 1 week)**
  - ❑ **Vaccinated**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Forensic History Reviewed**
  - ❑ On Probation
  - ❑ On Parole
  - ❑ Registered Sex Offender
  - ❑ Registered Arsonist
- ❑ **Voluntary**
- ❑ **Lanterman Petris Short (LPS) Act**
  - ❑ Not applicable
  - ❑ LPS Application or LPS Letters
- ❑ **High Elopement Risk**
- ❑ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ❑ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ❑ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ❑ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
  - ❑ **Medication Administration Record (MAR) with PRNs**
    - ❑ No IM PRNs administered in past 5 days
    - ❑ Medication Compliant
  - ❑ **Seclusion & Restraint Record**
    - ❑ No seclusion or restraints applied in past 5 days
- ❑ **Physician's Report Completed**

Comments:

_____

_____

Referring Psychiatrist / Medical Provider Information

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

Physician / Medical Provider Information (if applicable)

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

Attachment II

State of California Health and Welfare - Department of Health Services

CERTIFICATION FOR SPECIAL TREATMENT PROGRAM: ☐ **CERTIFICATION** ☐ **RECERTIFICATION**

PART 1 - COMPLETED BY FACILITY

CLIENT'S NAME: | **DATE HS-231 COMPLETED:**

CLIENT'S - **FACILITY NUMBER:** | **LEGAL STATUS:** | **ADMISSION DATE:**

FACILITY NAME & ADDRESS:

MEDI-CAL IDENTIFICATION NUMER:

SOCIAL SECURITY NUMBER:

MIS#

PART III - CERTIFICATION BY

☐ Local Mental Health Director

☐ You are authorized to claim payment for Treatment as recommended by you.

☐ Request Denied

FROM:

TO:

A TOTAL OF ☐ **MONTHS**

PART II - COMPLETED BY DESIGNEE: | **BIRTHDATE:** | **AGE:** | **SEX:** ☐ Male ☐ Female | **COUNTY:**

*******THE BELOW IS SUPPORTIVE INFORMATION FOR THIS RECOMMENDATION*******

ADMISSION:

EMOTIONAL STATE:

Reason for Hospitalization:

CURRENT BEHAVIORS/ DISCHARGE BARRIERS REQUIRING SNF - IMD LEVEL OF CARE:

Problem #1:
Manifested By:
Current Average Frequency:

Problem #2:
Manifested By:
Current Average Frequency:

Problem #3:
Manifested By:
Current Average Frequency:

SHORT TERM GOALS (< 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

LONG TERM GOALS (> 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

SPECIAL TREATMENT PROGRAM (STP) GOALS

Problem/Goal Focused Groups/Activities:

Average STP/week Participation/Attendance: ☐ ***Average STP/week Participation Goal:*** ☐ ***By the date of:***

Response to Special Treatment Program:

Response to Incentive Program:

Current Level:
Level Goal:
By the date of:

Designee Signature	**Designee Title**	**Affiliation**	**Date**

Contract Liaison	**Contract Liaison Title**	**County and Department**	**Date**

**DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of the quarterly due date.

Attachment III

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:**

_____

Returned by Contractor:

_____

Action Completed:

_____

DISCREPANCY / ISSUE: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

EXHIBIT C-5

STATEMENT OF WORK 1134

FOR

MENTAL HEALTH CONGREGATE-STYLE CARE SERVICES

SOW FOR MENTAL HEALTH CONGREGATE-STYLE CARE

TABLE OF CONTENTS

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 The purpose of this Statement of Work (SOW) is provide the guidelines and requirements for the delivery of a mental health congregate care program. Congregate care is a residential care program that is either a licensed boarding home or a licensed private establishment residential care program that houses a maximum of six (6) beds in a home.

1.2 A congregate care program is a social rehabilitation program which addresses individualized needs of each client with a Serious Mental Illness and assists clients in transitioning into the community and eventually into a lower level of care and long-term stable housing.

Objectives of Congregate Care Program:

1.2.1 Reduce high cost services and hospital administrative days;
1.2.2 Eliminate unnecessary emergency room visits for medical and behavioral health including crisis services that can be addressed within the congregate care setting;
1.2.3 Provide transitional and long-term housing, meet medical and behavioral health needs, provide case management, and linkage to a lower level of care such and independent living with Wellness Recovery Action Plan (WRAP) or Supportive Housing;
1.2.4 Provide stabilized environment to begin or continue to address individualized treatment needs;
1.2.5 Implement a stable therapeutic environment for participants; and
1.2.6 Reduce client recidivism.

2.0 SPECIFIC WORK REQUIREMENTS

2.1 Persons to be served: Contractor acknowledges that DMH has pre-screened clients as clinically appropriate for this level of care according to generally accepted standards and shall make a final decision on all referrals from DMH within seven days. Contractor shall provide services in a licensed residential care program who/whose:

2.1.1 Clients are in need of congregate-style care services; and

2.1.2 Have the characteristics in accordance with this SOW and Contractor's Service Delivery Plan (SDP) and any addenda thereto, as approved in writing by DMH, for the term of the Contract.

2.1.3 Congregate-style care focuses on life skills training, linkage and community engagement activities that support individuals in their effort to restore, maintain and apply interpersonal and independent living skills and to access community support systems. In a congregate care program, structured day

and evening services are available seven days a week. Congregate-style care programs targets individuals in higher levels of care who require intensive mental health and supportive services to transition to stable community placement and prepare for more independent community living.

2.1.4 Services provided to each client shall be based on the client's treatment plan, which shall be designed to meet the particular client's individual needs for one or more of a broad range of mental health services. The client's treatment plan shall be individualized and updated quarterly at minimum; it shall include concrete, measurable, and achievable goals that assist the client in successfully achieving a lower level of care. Programs may include, but are not limited to, one or more of the following services, which are described in the SDP and some of which are also described in the Short-Doyle / Medi-Cal Organizational Provider's Manual (https://dmh.lacounty.gov/qa/qama/):

2.1.4.1 Mental health services such as crisis intervention, individual, family, couples, group, collateral, and targeted case management services including discharge planning services;
2.1.4.2 Integrated services (i.e. assessment and treatment) for co-occurring mental health and substance abuse disorders;
2.1.4.3 Client/family self-help and peer support services; and
2.1.4.4 Life support and board and care.

2.2 **Time-Limited Length of Stay:** DMH's initial authorized length of stay for a client shall not exceed **90** patient days. Approval beyond **90** days must have prior written approval by DMH and will occur in 30-day increments unless otherwise specified.

2.2.1 Utilization Review: DMH will implement utilization review every 30 days, including implementing a standardized decision support tool, InterQual. Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals and timely documentation of such on a monthly basis. DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of monthly due date as indicated on the Certification Form (SOW Attachment III).

2.3 Contractor shall deliver the following core services, but are not limited to:

- Mental Health Services;
- Supportive Services;
- Psycho-Social Supportive Groups; and
- Vocational and Education Services

These four core services are described in more detail below.

2.3.1 Mental Health Services

Contractor will provide:

i. Assistance in the self-administration of medication;
ii. Mental health services such as individual and group therapies and family therapy (as needed);
iii. Crisis intervention and supports by providing psychoeducation on how to seek and receive crisis services in the community: this may include, individual and group therapy; and
iv. Ann individualized treatment plan for each client and incorporating a client's (1) bio-psycho-social, (2) preference, (3) input, and (4) any mobility challenges.

2.3.2 Supportive Services

Contractor will provide the following services:

i. Prompt a client to self-monitor their health indicators and dietary regiment (i.e. assisting the client to check their blood sugar/blood pressure).
ii. Group activities to increase social interaction or a one on one activity that is customized to the client's treatment plan (i.e. low cost community-based activities that can be utilized after transition to a lower level of care, including parks and City recreation centers, and other community sponsored organizations, as appropriate).
iii. Assistance in developing and practicing skills in the community (i.e. using public transportation, grocery shopping, banking and budgeting, etc.)
iv. Behavioral supports and therapeutic activities focused on self-advocacy, increasing insight into physical and behavioral illness symptoms, appropriate social boundaries and communication, assistance in budgeting, activities of daily living and independent living skills.
v. Supportive services for clients who are unwilling or unable to participate in the independent living skill, such as cooking, cleaning, etc.

2.3.3 Psycho-Social Supportive Groups

Contractor shall provide the following types of groups, but are not limited to:

i. Wellness and Self-care: The overall purpose of this group is to provide education regarding the importance of living a healthier lifestyle and how to utilize a holistic approach to decrease symptomology and increase healthier living. The group will provide a forum for discussion related to developing a more holistic lifestyle approach as well as a chance to learn methods to enhance serenity and self-esteem through self-care. They will explore old and new ways to enhance healthy living using practices such as meditation, grooming to help improve self-esteem, and yoga for mind/body connection. Clients are encouraged to practice their own method of spirituality; clients are given the option to attend religious services with staff providing transportation to their chosen worship site.

ii. Exercise: Contractor's staff will lead clients in an exercise group and offer verbal encouragement. Clients will engage in activities such as walking in the

park, yoga, stretching, basketball, and dancing. Groups will be held indoors and outdoors. This group promotes physical well-being and is essential in the holistic approach of treatment. Clients will develop a tolerance for exercising and learn the importance of self-care through exercise.

iii. Daily Living Skills: Clients will participate in activities of daily living (ADL) to teach and encourage participation in practical life skills such as laundry, hygiene, meal preparation, cooking, cleaning, and budgeting. Staff will teach and model how to perform these tasks. The goal is to teach clients ADL skills necessary to live independently.

iv. Community Dining: This activity creates an opportunity for clients to improve their cooking skills and engage with peers over a meal. The goal is to foster a sense of community in the program and encourage appropriate social interaction with others. Clients are encouraged to participate in preparation of meals and learn how to prepare well balanced healthy meals. Menus are created by a nutritionist to ensure meals and snacks are balanced.

v. Mental and Health Well-Being: The overall purpose of these clinical groups is to encourage the restoration of community functioning. Clients are given the tools and resources to successfully re-integrate into the community setting, and ultimately improve client's quality of life. These groups will focus on psychoeducation related to health and mental illness.

vi. Clients will be given the opportunity to learn acceptable ways to adapt to medical and psychiatric symptoms in order to minimize the negative effects of their functioning in the community. Clients will also learn to develop and improve basic inter and intrapersonal communication skills, such as listening, speaking, and non-verbal communication. Groups will focus on development of healthy relationships and appropriate boundaries.

vii. Peer Support: Clients will meet weekly to discuss any issues or concerns occurring in the facility. The purpose of these meetings is to identify any problems that may cause conflict in the facility or among peers. Clients are encouraged to respectfully share any feelings, likes or dislikes, and make suggestions on how improvements of the overall functioning of the program can be made.

a) During these meetings, clients will determine their preferred activities and community outings. Meetings will promote a sense of community and mutual support, improve communication and conflict resolution skills, and empower clients to exercise their opinions thereby enhancing their own treatment.

2.3.4 Vocational/Education Services

Contractor shall provide:

i. Special education services and learning disability assessment and remediation. Contractor will ensure that clients who need special education services will receive assistance to enroll in special education programs offered at local adult schools.

ii. Pre-vocational and vocational services such as preparing resumes, job seeking skills, etc. Contractor will provide individual assistance in making a resume, on-line support for job searches, preparation for interviews, etc.

a) Vocational rehabilitation services are designed to help clients prepare for, secure, regain, or retain employment. The overall purpose of these clinical groups is to educate clients on pre-vocational skills, provide linkage for volunteer opportunities, and provide the tools necessary to reduce and remove barriers to employment.

b) Vocational Groups: Contractor will educate clients on soft and hard skills required to obtain and retain employment or volunteer opportunities. As a result, clients are further integrated into the community and provided support for community re-integration. Topics will include, but are not limited to resume building, mock interviews, interview attire, appropriate grooming and hygiene, resume writing, applications, and job search skills.

2.4 Emergency Medical Care:

Contractor shall transport clients provided services hereunder who require emergency medical care for physical illness or accident to an appropriate medical facility. The cost of such transportation, as well as the cost of any emergency medical care, shall not be a charge to nor reimbursable under the Contract.

2.4.1 Contractor shall assure that such transportation and emergency medical care are provided.

2.4.2 Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency.

2.4.3 Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with California Code of Regulation (CCR) Title 22, Section 80023. Such plan and procedures shall be submitted to DMH Contracts Development and Administration Division at least ten (10) days prior to the commencement of services under the Contract.

2.5 Notification of Death:

Contractor shall immediately notify the Director of Mental Health (Director) or designee upon becoming aware of the death of any client provided services hereunder or any individual residing at the Contractor's facility. Notice shall be made

by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the following:

2.5.1 Name of the deceased;

2.5.2 The date of death;

2.5.3 A summary of the circumstances thereof; and

2.5.4 The name(s) of all Contractor's staff with knowledge of the circumstances.

2.6 Aftercare/Discharge Plan:

Contractor must provide the aftercare/discharge plan. The plan will include a list of current medications to all healthcare providers that the discharge plan contemplates the patient receiving care from at least 24 hours prior to discharge. Contractor will provide the final discharge summary to all healthcare writers that the discharge plan contemplates the patient receiving care from no later than seven days following discharge.

2.7 Transfer between CONTRACTOR facilities (if applicable):

Transfers of clients among facilities within a contracted corporation will be arranged by mutual consent between Contractor and DMH and with notification to, and appropriate input from, the client's conservator, significant family members, DMH's Care Navigation Team and specified individuals involved with the client's treatment and support system.

2.7.1 Contractor acknowledges that clients that are transferred or discharged without adequate medical clearance and follow-up plan for their co-morbid medical conditions may be subject to re-admission

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to provide the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor and shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by the Contractor:

3.2.1 Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

3.3 Data Collection and Information Exchange

3.3.1 Contractor will develop measurement and tracking mechanisms to collect and report data as follows:

Contractor will report monthly unless otherwise specified:

a) Available beds (daily);
b) The number of clients who were referred;
c) The number of clients who were refused;
d) The number of clients whose admission is delayed for seven days or more pending more information;
e) The average length of time to respond to referrals;
f) The number of clients who were accepted and placed within 14 days of referral;
g) The number of clients discharged; and
h) The number of clients receiving substance use services.

3.3.2 Contractor acknowledges that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH. Contractor also acknowledges that DMH utilizes Los Angeles Network for Enhanced Services (LANES) as a Health Information Exchange network and agrees to provide admission history and physical and medication list within 24 hours of discharge to accepting facility upon transfer. The discharge summary will be provided to the County Program Manger via email within seven days.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under the Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Meetings

Contractor is required to attend scheduled meetings as needed.

4.2 Contract Discrepancy Report (SOW Attachment I)

4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

4.2.2 The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five workdays, acknowledging the reported discrepancies or presenting contrary evidence.

4.2.3 Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to the County Contract Project Monitor within 10 workdays.

4.3 County Observations

In addition to Departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to the Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

4.4 Utilization Review

DMH will be implementing utilization review every 30 days, including implementing a standardized decision support tool. Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals and timely documentation of such on a monthly basis.

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

5.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

5.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.

5.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

5.1.3 Preparing Amendments in accordance with the Contract, Subparagraph 8.1 (Amendments).

CONTRACTOR

5.2 Program Manager

5.2.1 Contractor shall provide a full-time Program Manager or designated alternate. County must have access to the Program Manager during hours of operation as defined by the County or as identified in Section 6.0 (Hours/Day of Work). Contractor shall provide a telephone number where the Program Manager may be reached during normal business hours.

5.2.2 Program Manager shall act as a central point of contact with the County.

5.2.3 Program Manager shall be a Certified Administrator. For Certified Administrators, a copy of their current and valid Administrator Certification meets this requirement and needs to be submitted via email to the County's Program Manager upon renewal.

5.2.4 Program Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Program Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

5.2.5 Program Manager will review written monthly report of the clients' progress in treatment, updates on physical and behavioral health conditions and medications.

5.2.6 If a client requires a learning disability assessment, the Program Manager will coordinate with the client's Primary Care Physician to coordinate a learning disability assessment.

5.2.7 The Program Manager/alternate is the point of contact for any crises that may arise at the congregate care facility.

5.3 Personnel

5.3.1 Contractor will assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

5.3.2 Contractor will be required to background check their employees as set forth in the Contract, Subparagraph 7.5 (Background and Security Investigations).

5.3.3 Contractor assigns full-time, dedicated training and program coordinators and licensed professionals to provide clinical oversight. Staffing includes, but is not limited to clinicians and staff:

a) Contractor shall ensure that sufficient direct care staff are at the congregate care facility whenever clients are enrolled in the program.
b) Any time clients are in the facility, there shall be at least one direct care staff person on duty and on the premise.
c) Any time there is only one direct care staff person on duty and on the premise, another direct care staff person shall be on call and capable of responding within 30 minutes in person.

5.3.4 Contractor ensures that staff will provide daily goal focused progress notes with weekly clinical reviews, and monthly staffing.

5.3.4 Contractor will ensure all staff is appropriately trained to handle a crisis. The training will include appropriate guidelines for intervening and safeguarding other clients when a client is in a crisis.

5.4 Identification Badges

5.4.1 Contractor shall ensure their employees are appropriately identified as set forth in the Contract, Subparagraph 7.4 (Contractor's Staff Identification).

5.5 Materials and Equipment

5.5.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

5.6 Training

5.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

5.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA), Department of Health Care Services (DHCS), Department of Public Health (DPH), Community Care Licensing (CCL), and Centers for of Disease Control and Prevention (CDC) standards as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

5.7 Contractor's Administrative Office

Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 9 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries, which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. **The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

6.0 HOURS/DAY OF WORK

6.1 Contractor is required to provide congregate care services 24/7.

7.0 WORK SCHEDULES

7.1 Contractor shall submit for review and approval a work schedule for each facility to the County Program Manager or designee within five days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

7.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Program

Manager or designee for review and approval within five working days prior to scheduled time for work.

8.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

8.1 All changes must be made in accordance with the Contract, Subparagraph 8.1 (Amendments).

8.2 Contractor shall obtain the prior written consent of the DMH Director or designee at least 70 days before terminating services at a designated facility and/or before commencing such services at any other facility(ies).

9.0 LICENSING REQUIREMENTS

9.1 Contractor must be licensed by the State's Community Care Licensing Division as a Social Rehabilitation Facility.

10.0 DEFINITIONS

10.1 Congregate Care Program: This is a residential facility for the elderly. The minimum age limit for the elderly is 55 years for the residents, with younger spouses permitted. The facility typically has a central lobby, common dining area, hobby and/or recreational rooms.

10.2 DMH Intensive Care Division (ICD): The Los Angeles Department of Mental Health division which both authorizes the care for and performs utilization review of clients needing treatment for 24-hour residential care due to severe and persistent mental illness in a variety of different levels of care throughout Los Angeles County.

10.3 InterQual: A standardized decision-making tool used to assist with level of care determinations and utilization review.

10.4 Level of Care Utilization System: The system through which a client is referred to the various different levels of care offered within the LACDMH network, which is subject to screening and utilization review.

10.5 Medically Clear: For the purposes of this SOW, "Medically Clear" for admission shall be defined as clients who meet the criteria in SOW Attachment IV (DMH Medical Clearance Form). Contractor shall work with referring institutions to efficiently accept and transfer clients to next levels of care. Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.

10.6 Service Delivery Plan: An in depth report that comprises of multiple forms, known as "schedules", that details how mental health services are being delivered, populations served, and funding expenditures for mental health contracts and other unique service contracts. SDPs are used by DMH as a monitoring tool to ensure that

services are delivered effectively and efficiently. Oversight activities include: clinical programmatic monitoring (i.e. to ensure effective mental health services and supports are being delivered); fiscal and budget monitoring; and administrative monitoring.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County's Program Manager of Contractor's new green initiatives prior to Contract commencement.

PERFORMANCE REQUIREMENTS SUMMARY

12.1 A Performance Requirements Summary (PRS) chart, SOW Attachment II, listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County.

12.2 All listings of services used in this PRS are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this SOW. In any case of apparent inconsistency between services as stated in the Contract and this SOW and this PRS, the meaning apparent in the Contract and this SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and this SOW, that apparent service will be invalid and place no requirement on Contractor unless and until incorporated into the Contract.

STATEMENT OF WORK ATTACHMENTS

TABLE OF CONTENTS

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY / ISSUE: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD
SOW: Subsection 2.1 (Persons to be Served)	Contractor accepts all clients referred to DMH Intensive Care Division (ICD) for which it has available beds. Contractor acknowledges ICD has prescreened clients as clinically appropriate for supervised living level of according to generally accepted standards.	100% compliance as measured by the number of referrals accepted by the Contractor within 14 days of referral.
SOW: Subsection 2.1.4 (Specific Work Requirements)	Contractor demonstrates that all clients improve in their level of functioning and are able to demonstrate concrete progress towards goals and discharge planning in a timely manner.	100% compliance as defined by examining a sample of 20% of Contractor's clients who have increased in their level of function and/or privileges per month and achieved discharge-planning status. 20% of appropriate clients are discharged from facility per month.
SOW: Subsection 2.1.4.2 (Specific Work Requirements)	Contractor ensures each client is assessed for co-morbid alcohol and drug abuse.	100% compliance in sample review of records.

Attachment III

State of California Health and Welfare - Department of Health Services

CERTIFICATION FOR SPECIAL TREATMENT PROGRAM: ☐ **CERTIFICATION** ☐ **RECERTIFICATION**

PART 1 - COMPLETED BY FACILITY

CLIENT'S NAME: **DATE HS-231 COMPLETED:**

CLIENT'S - **FACILITY NUMBER:** **LEGAL STATUS:** **ADMISSION DATE:**

FACILITY NAME & ADDRESS: **MEDI-CAL IDENTIFICATION NUMER:**

SOCIAL SECURITY NUMBER:

MIS#

PART III - CERTIFICATION BY

☐ Local Mental Health Director

☐ You are authorized to claim payment for Treatment as recommended by you.

☐ Request Denied

FROM:

TO:

A TOTAL OF ☐ **MONTHS**

PART II - COMPLETED BY DESIGNEE: **BIRTHDATE:** **AGE:** **SEX:** ☐ Male ☐ Female **COUNTY:**

*******THE BELOW IS SUPPORTIVE INFORMATION FOR THIS RECOMMENDATION*******

ADMISSION:

EMOTIONAL STATE:

Reason for Hospitalization:

CURRENT BEHAVIORS/ DISCHARGE BARRIERS REQUIRING SNF - IMD LEVEL OF CARE:

Problem #1:
Manifested By:
Current Average Frequency:

Problem #2:
Manifested By:
Current Average Frequency:

Problem #3:
Manifested By:
Current Average Frequency:

SHORT TERM GOALS (< 90 DAYS)

Goal #1: *Goal Average Frequency:* *By the date of:*

Goal #2: *Goal Average Frequency:* *By the date of:*

Goal #3: *Goal Average Frequency:* *By the date of:*

LONG TERM GOALS (> 90 DAYS)

Goal #1: *Goal Average Frequency:* *By the date of:*

Goal #2: *Goal Average Frequency:* *By the date of:*

Goal #3: *Goal Average Frequency:* *By the date of:*

SPECIAL TREATMENT PROGRAM (STP) GOALS

Problem/Goal Focused Groups/Activities:

Average STP/week Participation/Attendance: ☐ *Average STP/week Participation Goal:* ☐ *By the date of:*

Response to Special Treatment Program:

Response to Incentive Program:

Current Level:
Level Goal:
By the date of:

Designee Signature	**Designee Title**	**Affiliation**	**Date**
Contract Liaison	**Contract Liaison Title**	**County and Department**	**Date**

**DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of the quarterly due date

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB: _____

SSN: _____

Core Items (within past year unless otherwise noted)

- ❑ **Medical History & Physical Examination**
  - ❑ Unremarkable
  - ❑ Allergies: _____
  - ❑ Positive Findings:

    _____

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Comprehensive Psychiatric Evaluation**
  - ❑ DSM-V Diagnosis:

    _____
- ❑ **Active Medical & Psychiatric Medication List**
  - ❑ Medication Compliant
- ❑ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**
  - ❑ Unremarkable
  - ❑ Positive Findings:

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **RPR-VDRL (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Pregnancy Test (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ OB/GYN Consultation
- ❑ **PPD / Chest X-Ray / QuatiFERON-TB Gold (within 30 days)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment

- ❑ **COVID-19 (within 1 week)**
  - ❑ **Vaccinated**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Forensic History Reviewed**
  - ❑ On Probation
  - ❑ On Parole
  - ❑ Registered Sex Offender
  - ❑ Registered Arsonist
- ❑ **Voluntary**
- ❑ **Lanterman Petris Short (LPS) Act**
  - ❑ Not applicable
  - ❑ LPS Application or LPS Letters
- ❑ **High Elopement Risk**
- ❑ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ❑ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ❑ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ❑ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
  - ❑ **Medication Administration Record (MAR) with PRNs**
    - ❑ No IM PRNs administered in past 5 days
    - ❑ Medication Compliant
  - ❑ **Seclusion & Restraint Record**
    - ❑ No seclusion or restraints applied in past 5 days
- ❑ **Physician's Report Completed**

Comments: _____

_____

Referring Psychiatrist / Medical Provider Information

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

Physician / Medical Provider Information (if applicable)

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

EXHIBIT C-6

STATEMENT OF WORK 1135

MEDICAL INTENSIVE SKILLED NURSING FACILITY AND PSYCHIATRIC SERVICES

TABLE OF CONTENTS

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Intensive skilled nursing facility services shall be provided in a licensed medical skilled nursing facility (SNF) designed to provide a therapeutic environment of care and treatment within a residential setting. The facility shall be staffed to provide intensive psychiatric services and shall meet California Code of Regulation (CCR) Title 9 staffing standards for inpatient services. Skilled nursing care provides 24-hour care for clients who may need nursing or medical care due to the following medical conditions such as: bariatric care, wound care, continuous positive airway pressure, catheter care, in need of a feeding tube, dialysis, etc.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 Contractor's facility(ies) where services are to be provided hereunder is (are) located at: (enter locations).

Contractor shall obtain the prior written consent of the Department of Mental Health (DMH) Director or designee at least 70 days before terminating services at a designated facility and/or before commencing such services at any other facility(ies).

2.2 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 Contractor shall comply with all applicable provisions of the Welfare and Institutions Code (WIC), CCR, Code of Federal Regulations (CFR), Department of Health Services (DHS) policies and procedures, DMH policies and procedures related to Safety and Intelligence incident reporting (the system utilized for incident reporting), and DMH quality assurance policies and procedures, to establish and maintain a complete and integrated quality assurance system. In conformance with these provisions, Contractor shall establish: (1) a utilization review process; (2) an interdisciplinary peer review of the quality of patient/client care; and (3) monitoring of medication regimens of clients/clients. Specific to Safety and Intelligence Incident Reporting, Contractor shall electronically submit reportable incidents including but not limited to assaults, transfers requiring

outside acute medical or psychiatric care, and AWOLs. Medication monitoring shall be conducted in accordance with County policy which may be accessed at https://dmh.lacounty.gov/for-providers/administrative-tools/policies-parameters-guidelines/. A copy of Contractor's quality assurance system plan shall be submitted to DMH's Quality Assurance Bureau for review and written approval prior to Contractor's submission of any billings for services hereunder.

3.3 Data Collection and Information Exchange

3.3.1 Contractor will develop measurement and tracking mechanisms to collect and report data as follows:

Contractor will track report monthly unless otherwise specified:

a) Available beds (daily);
b) The number of clients who were referred;
c) The number of clients who were refused;
d) The number of clients whose admission is delayed for seven days or more pending more information;
e) The average length of time to respond to referrals;
f) The number of clients who were accepted;
g) The number of clients discharged; and
h) The number of clients receiving substance use services.

3.3.2 Contractor acknowledges that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH ICD Director or designee. Contractor also acknowledges that DMH utilizes LANES as a Health Information Exchange network and agrees to provide admission history and physical and medication list within 24 hours of discharge to accepting facility upon transfer. The discharge summary will be provided within seven days.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend scheduled quarterly meetings.

4.2 Contract Discrepancy Report (SOW Attachment I)

Verbal notification of a Contract discrepancy will be made by the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within 14 workdays.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

- **Case Manager:** A person from the contracted facility who assists with treatment planning, placement, and discharge planning.
- **Case Navigator**: A person who works on placement of clients, authorizations, and manages waitlists.
- **Case Navigation Team**: DMH staff on a team that works on placement of clients, authorizations, and manages waitlists.
- **Contractor Administrator:** A person licensed as a nursing home administrator by the California Board of Examiners of Nursing Home Administrators or a person who has a State civil service classification or a State career executive appointment to perform that function in a State facility.
- **Current Procedural Terminology (CPT) 90805:** Medical and billing code set by the American Medical Association for individual psychotherapy approximately 20 – 30 minutes face to face with medical evaluation and management services.
- **Current Procedural Terminology (CPT) 90807:** Medical and billing code set by the American Medical Association for individual psychotherapy approximately 45 – 50 minutes face to face with medical evaluation and management services.
- **DMH Clinical Reviewer/Liaison:** A DMH staff member who reviews the client's clinical information on a regular information, authorizes services, and makes level of care determinations.
- **DMH Intensive Care Division (ICD):** The Los Angeles Department of Mental Health division which both authorizes the care for and performs utilization review of clients needing treatment for 24-hour residential care due to severe and persistent mental illness in a variety of different levels of care throughout Los Angeles County.
- DMH ICD Director: The Director of the Intensive Care Services Division within the Los Angeles Department of Mental Health.

- **InterQual**: A standardized decision-making tool used to assist with level of care determinations and utilization review.
- **Level of Care Utilization System** – The system through which a client is referred to the various different levels of care offered within the LACDMH network, which is subject to screening and utilization review.
- **Medically Clear**: For the purposes of this SOW, "Medically Clear" for admission shall be defined as clients who meet the criteria in Attachment IV (Medical Clearance Form). Contractor shall work with referring institutions to efficiently accept and transfer clients to next levels of care. Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.
- **Safety and Intelligence Incident Reporting**: A system that is utilized to collect incident reports including assault, medical hospitalizations, and absences with approved leave.
- **Service Delivery Plan (SDP)** - An in depth report that comprises of multiple forms, known as "schedules", that details how mental health services are being delivered, populations served, and funding expenditures for mental health contracts and other unique service contracts. SDPs are used by DMH as a monitoring tool to ensure that services are delivered effectively and efficiently. Oversight activities include: clinical programmatic monitoring (i.e. to ensure effective mental health services and supports are being delivered); fiscal and budget monitoring; and administrative monitoring.
- **Skilled Nursing Facility (SNF) Program/Clinical Administrator:** The person who supervises, plans, develops, monitors, and maintains appropriate standards of care throughout all the departments in the nursing home. The Administrator must be licensed by the California Board of Examiners of Nursing Home Administrators.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 Amendments.

CONTRACTOR

6.2 Administrator

The County will administer the Contract according to the Contract, Paragraph 7.0, Administration of Contract – Contractor. Specific duties will include:

6.2.1 Contractor shall provide a full-time Administrator or designated alternate. County must have access to the Administrator during regular business hours. Contractor shall provide a telephone number where the Administrator may be reached on an eight (8) hour per day basis.

6.2.2 Administrator shall act as a central point of contact with the County.

6.2.3 Administrator/Alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Administrator/Alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3 Staffing

6.3.1 Contractor shall be required to background check their employees as set forth in Subparagraph 7.5 – Background and Security Investigations, of the Contract. Contractor's staff shall possess and maintain appropriate licenses and certificates in accordance with all statuses and regulations. Background checks, criminal records review, Department of Justice (DOJ) clearance, etc. shall be obtained and maintained in accordance with Los Angeles DMH policies and procedures.

6.3.2 Contractor's staffing patterns will reflect, to the extent feasible at all levels, the cultural, linguistic, ethnic, sexual and other social characteristics of the client base served in the program.

6.3.3 Contractor will serve clients as determined by DMH's policies, procedures, directives, guidelines, and Cultural Competency Plan to ensure that all eligible clients receive services from clinical staff that is culturally, ethnically, and linguistically competent. In addition, services will be delivered in a manner that is considerate of clients' and family members' cultures while preserving clients' dignity and respecting their right to choose.

6.3.4 Staffing levels need to be appropriate to provide necessary residential and treatment needs. Contractor's employee schedules must be available for review by DMH staff.

6.3.5 Professional Development and Training requirements will be in accordance with the Mental Health Department's standards.

6.3.6 Contractor will be in compliance with licensure and all laws governing the qualifications of personnel. Contractor agrees to submit any material changes in such duties or minimum qualifications to the DMH.

6.3.7 Contractor will engage in a continuous quality improvement process to minimize incidences of aggression directed towards the clients and others.

6.4 Identification Badges

Contractor shall ensure their employees are appropriately identified as set forth in Subparagraph 7.4 of the Contract – Contractor's Staff Identification.

6.5 Materials and Equipment

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

6.6 Training

6.6.1 Contractor will provide continuing education to all staff to proactively address client's problematic behaviors and to minimize transfers to Emergency Psychiatric Services (EPS) and inpatient hospitalization.

6.6.2 Contractor shall provide training programs for all new employees within six months of hire and continuing in-service training for all employees on a yearly basis.

6.6.3 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA), Department of Health Care Services (DHCS), Department of Public Health (DPH), Community Care Licensing (CCL), and Center for Disease Control and Prevention (CDC) standards as applicable to their license and certification. Contractor shall supply appropriate personal protective equipment to employees.

6.7 Contractor's Administrative Office

Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the

hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. **The Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

7.0 INTENTIONALLY OMITTED

8.0 SPECIFIC WORK REQUIREMENTS

8.1 PERSONS TO BE SERVED: Contractor shall admit and provide services to ALL clients that are referred by DMH. Contractor shall make a final decision on all referrals from DMH within seven days. Contractor acknowledges that DMH has pre-screened clients as clinically appropriate for an intensive medical SNF level of care according to generally accepted standards. Contractor shall provide services in a licensed SNF to adult DMH clients 18 years of age or older who/whose:

- Are in need of medical intensive SNF services and psychiatric services;
- Has a chronic psychiatric illness and whose psychiatric illness pre-dated the medical condition;
- Chronic medical condition presents as greater than 50% of the cause in the decline in the client's adaptive functioning;
- Functioning is moderately to severely impaired;
- Reside primarily within all DMH Mental Health Service Areas; and has been referred by the DMH Director or designee. No DMH referrals shall be denied unless the DMH Director or designee agrees with Contractor's justification to deny client.

8.2 TIME-LIMITED LENGTH OF STAY: DMH's initial authorized length of stay for a client shall not exceed **90** patient days. Approval beyond **90** days must have prior written approval by DMH and will occur in 30-day increments unless otherwise specified.

- Utilization Review: DMH will implement utilization review every 30 days, including implementing a standardized decision support tool, InterQual. Authorization and certification of continued stay shall include a review of the client's concrete progress towards their treatment goals and timely documentation of such on a monthly basis. DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of monthly due date as indicated on the Certification form (Attachment III).

- Clients shall receive, as necessary, active psychiatric, medical, nursing care and supportive services to develop resumption of normal activities to be able to progress to a non-institutionalized setting in a timely manner. Contractor will work closely with clients, DMH personnel, and conservators

and family members, if appropriate, to ensure that clients continue to receive services at the appropriate level of care and in the least restrictive setting.

8.3 TEMPORARY PATIENT/CLIENT ABSENCES FROM CONTRACTOR'S FACILITY(IES): Clients with escalating psychiatric symptoms resulting in a brief stay in an acute psychiatric hospital or who develop serious medical needs resulting in a brief medical hospital stay shall have their beds held for up to a maximum of seven days. Contractor shall work collaboratively with DMH Staff to decrease clients' inpatient administrative days within acute inpatient hospitals when clients' medical conditions have stabilized. Contractor shall also decrease the use of psychiatric emergency departments within Emergency Departments by utilizing psychiatric urgent care centers and psychiatric health facility beds, where appropriate, to stabilize clients' psychiatric conditions. This collaboration shall ensure that Contractor make every effort to retain clients in order to prevent unnecessary placement/treatment disruption.

Contractor may be reimbursed for temporary client absences from Contractor's facility(ies). Contractor may be reimbursed for temporary patient/client absences from Contractor's facility(ies) only with written consent of DMH Director or designee. County payment for temporary absences must be therapeutically indicated and approved in writing by DMH Director or designee. Contractor may be reimbursed for temporary patient absences from the Contractor's facility(ies) if they meet the following criteria.

8.3.1 Bed hold(s) due to temporary leave of absence for acute hospitalization shall be limited to a maximum of seven calendar days.

8.3.2 After the seven calendar days, in order to be reimbursed under the terms of this Contract, a new admission authorization must be processed for re-entry into Contractor's facility.

8.3.3 The purpose and plan of each temporary absence, including, but not limited to, specified dates, shall be incorporated in progress notes in the patient's/client's case record. No payment for temporary absence shall be claimed or made where the patient/client is not expected to return to Contractor's facility(ies).

8.4 EMERGENCY MEDICAL TREATMENT: Clients/clients who are provided services hereunder and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall not be a charge to nor reimbursable under this Contract. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to DMH's Intensive Care Division

at least 10 days prior to the commencement of services under this Contract.

8.5 NOTIFICATION OF DEATH: Contractor shall immediately notify the DMH Director or designee upon becoming aware of the death of any patient/client provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall include the name of the deceased, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

8.6 PROGRAM ELEMENTS AND SERVICES: The SNF Administrator or designee(s) will work closely with DMH staff to facilitate the admission, transfer, and discharge of clients. Contractor shall work cooperatively with each client's DMH designated Care Coordinator/Case Manager or team to form an integrated network of care.

8.6.1 The Contractor will admit clients in accordance with the following:

8.6.1.1 The level of care and fee structure set in their Contract with DMH.

8.6.1.2 Frequency, scope, and severity of the client's behaviors will be determining factors to be negotiated on an individual client basis between DMH and Contractor. DMH may grant individual exceptions to the above admission criteria. All admissions are subject to the prior authorization process as described in the Section below (**"Prior Authorization"**).

8.6.1.3 Contractor reserves the right to conduct a pre-admission interview or an appropriate alternative. Contractor will designate specific individuals responsible for admission authorization and admission arrangements. The interview, decision process, notifications of decision outcomes, and reasons in case of denial shall occur within three working days of request for admission.

8.6.1.4 Contractor must admit all clients referred who meet criteria for medically intensive SNF facility services and are medically cleared. The criteria for medical clearance are in Attachment IV_ (Medical Clearance Form).

8.6.2 Prior Authorization

8.6.2.1 DMH's prior authorization form, provided by DMH ICD designated staff, must be completed prior to admission of any client to the facility, or DMH will not pay for any services provided by Contractor.

8.6.2.2 DMH Clinical Reviewer / DMH ICD designated staff will provide

Contractor with a completed authorization form prior to each client admission to Contractor's program and/or facility. A client may not be admitted without a completed authorization form.

8.6.2.3 Contractor acknowledges DMH is transitioning to electronic claims submission process and may need to submit claims via IBHIS in order to be paid in a timely manner.

8.6.2.4 Contractor shall provide bed capacity information to DMH designated staff in real time on at least a daily basis.

8.6.3 Basic SNF Services shall include, but are not limited to:

8.6.3.1 Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding at least once a week;

8.6.3.2 Three balanced and complete meals each day;

8.6.3.3 24-hour supervision of all clients/clients by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

8.6.3.4 Regularly scheduled social and recreational activities;

8.6.3.5 Supportive individual and/or group counseling;

8.6.3.5.1 Transportation to needed off-site services;

8.6.3.5.2 Training on accessing community services;

8.6.3.5.3 Discharge planning with DMH personnel;

8.6.3.6 Coordination of Contractor's services with those facilities providing other mental health services to clients/clients;

8.6.3.7 Intensive diagnostic services, including, but not limited to, learning disability assessment;

8.6.3.8 Special education services;

8.6.3.9 Develop linkages with the general social service system;

8.6.3.10 Counseling to assist clients/clients in developing skills to move toward a less structured setting including ability to manage some medical issues on their own such as diabetes, colostomy,

and catheter, as applicable; and

8.6.3.11 Contractor shall develop and maintain a daily attendance log for each patient day, as defined by Director, provided hereunder.

8.6.4 Supplemental Services

8.6.4.1 In order to be approved for supplemental services, Contractor will provide services above and beyond the required licensing entity requirements. Contractor will accept non-ambulatory clients, clients who use wheelchairs or walker, clients in need of open wound care, and/or clients requiring major respiratory therapy or catheter care. Other medical conditions considered by Contractor will be on an individual basis. Generally, medical needs must outweigh psychiatric needs.

8.6.4.2 Contractor shall also provide the following supplemental services:

8.6.4.3 **Diabetes management**: Provide assistance and training with all aspects of managing Diabetes including blood glucose monitoring, insulin administration and tracking, exercise plan, menu planning, education and more.

8.6.4.4 **Dietary Program**: Provide meals to meet specific dietary and therapeutic needs, according to physician orders. Oral supplemental diets are available and regular nutritional assessments are provided on-going by a registered dietician.

8.7 Psychiatric services to be provided by the treating psychiatrist shall include, but are not limited to:

8.7.1 Prescribing, administering, dispensing, and monitoring of psychiatric medications, necessary to alleviate the symptoms of mental illness and to return clients to optimal function on a weekly basis;

8.7.2 Evaluating the need for medication, clinical effectiveness, and the side effects of medication;

8.7.3 Obtaining informed consent of the client or his/her conservator;

8.7.4 Providing medication education, including, but not limited to, discussing risks, benefits, and alternatives with the clients, conservator, or significant support persons;

8.7.5 Administering drugs and laboratory tests related to the delivery of psychiatric services;

8.7.6 The treating psychiatrist is responsible for responding to emergencies 24 hours a day, seven days a week, by telephone consultation either by himself/herself or a specifically designated colleague, and that this information is available at all times for the clinical staff on duty;

8.7.7 The treating psychiatrist must be available for consultation with other social and legal systems;

8.7.8 The treating psychiatrist and relevant treatment staff must be available for consultation with care coordinators/case managers and participate in treatment planning with them;

8.7.9 The treating psychiatrist or another approved psychiatrist shall testify, when necessary, in LPS Conservatorship hearings;

8.7.10 The treating psychiatrist will consult, whenever appropriate, with other general physicians and physician specialists who are providing care to his/her clients, and document this in the medical record;

8.7.11 The treating psychiatrist and relevant treatment staff will attend all quarterly multidisciplinary meetings in order to provide medical or clinical input into treatment planning. This may include identifying, documenting, and communicating discharge barriers to DMH designated staff. If the Contractor's psychiatrist disagrees with the assessment of the DMH designated staff that a particular client is ready for discharge, psychiatrist must document his or her rationale in the chart.

8.7.12 Clinical documentation must meet all legal and quality improvement requirements, including:

8.7.12.1 Every entry and subsequent alteration in the medical record is legible, dated and timed (including starting and ending time), CPT code, and signed;

8.7.12.2 Document medically necessary criteria that a particular client be kept in a locked facility;

8.7.12.3 Initial assessment is complete and timely;

8.7.12.4 Ready availability of the history of medication usage in the facility; and

8.7.12.5 Clinical progress notes must include, at a minimum, the client's progress, clinical interventions, client response to interventions, plan full signature of clinician and discipline.

8.7.13 DMH clients to have a treatment session with a psychiatrist (equivalent to CPT 90805) at least once a week. One of these sessions each month

shall be more comprehensive (equivalent to CPT 90807); and

8.7.14 The treating psychiatrist shall make (and document) active, and continual efforts to optimize the clients' medication in order to maximize their functional level, minimize both "positive" and "negative" symptoms of psychosis, stabilize mood and behavior, and minimize adverse medication reflect a protocol which is made clear in the medical record. Services provided will be directly related to the client's treatment plan and will be a necessary component to assist the client in reaching the goals set forth in the treatment plan.

8.7.15 The psychiatrists and the treatment team will proactively identify clients for discharge. The Facility staff will notify the DMH Clinical Reviewer or liaison staff of clients that clinically can be moved to a lower level of care who refuse to leave the facility.

8.7.16 If the psychiatrist disagrees with the assessment of the DMH Clinical Reviewer or liaison that a particular client is ready for discharge, the psychiatrist must document his/her clinical rationale in the chart.

8.7.17 The psychiatrists will follow the Mental Health Plan's medication monitoring guidelines.

8.8 Discharge Criteria and Planning

8.8.1 At time of admission, DMH Clinical Reviewers will specify discharge readiness criteria for each client's service plan.

8.8.2 DMH Clinical Reviewers will review treatment plans of clients for adherence to treatment goals and timeline for estimated length of stay on a regular basis. Clients whose length of stay is beyond average will be reviewed for treatment adjustment and/or level of care adjustment as clinically appropriate.

8.8.3 Clients are generally discharged from the facility only upon the written order of the attending physician or facility medical director, or on-call physician. No medication changes shall be made during the last 30 days prior to discharge that would cause a delay in scheduled discharge unless medically necessary.

8.8.4 If a client is a voluntary admission and wishes to leave the facility without a physician's order, the client must sign a statement acknowledging departure from the facility without a written physician's order.

8.8.5 Assistance with discharges may be obtained from DMH's public agencies, including the Public Guardian's Office, Department of Public Health, and California Department of Social Services

8.8.6 Upon discharge or death of the client, Contractor will refund the following:

8.8.6.1 Any unused funds received by Contractor for the client's bill to the payor source within 30 days; and/or

8.8.6.2 Any entrusted funds held in an account for the client will be disbursed to the client not conserved or conservator within three banking days.

8.8.7 Any money or valuables entrusted by the client to the care of the Contractor's facility will be stored in the facility and returned to the client not conserved or conservator in compliance with existing laws and regulations.

8.8.8 Contractor will notify DMH's Case Navigator when a client is discharged from the facility and admitted to another Contractor's facility within 24 hours.

8.8.8.1 All such discharges and admissions will be authorized by DMH's Care Coordinator and arranged by mutual consent, with family members, DMH, and specified individuals involved with client's treatment and supports.

8.8.9 Contractor will provide the aftercare/discharge plan. The plan will include a list of current medications to all healthcare providers that the discharge plan contemplates the patient receiving care from at least 24 hours prior to discharge. Contractor will provide the final discharge summary to all healthcare writers that the discharge plan contemplates the patient receiving care from no later than seven days following discharge.

8.8.10 **Transfer between CONTRACTOR facilities, if applicable:**

8.8.10.1 Transfers of clients among facilities within a contracted corporation will be arranged by mutual consent between Contractor and DMH and with notification to, and appropriate input from, the client's conservator, significant family members, DMH's Care Navigation Team and specified individuals involved with the client's treatment and support system.

8.8.10.2 Contractor acknowledges that clients that are transferred or discharged without adequate medical clearance and follow-up plan for their co-morbid medical conditions may be subject to re-admission.

9.0 GREEN INITIATIVES

9.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

9.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, SOW Attachment II, lists required services that will be monitored by the County during the term of this Contract.

All listings of services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor, unless incorporated into the Contract or SOW by an amendment executed by both parties.

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY / ISSUE: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD
Exhibit A-Statement of Work Paragraph 8.1 – Persons to be Served	No DMH referrals shall be denied unless the DMH Director or designee agrees with Contractor's justification to deny client.	Inspection and Observation
Exhibit A-Statement of Work Sub-paragraph 8.2 Time-limited length of stay	Any length of stay extension requests shall be authorized in 30 day increments under the DMH utilization review process. In accordance with utilization review, certifications of length of stays and services shall be linked to achievement of treatment goals.	Inspection of files and Observation
Exhibit A-Statement of Work Sub-paragraph 8.6.2.4 Prior authorization	Contractor shall provide bed capacity information to DMH designated staff in real time on at least a daily basis.	Inspection and Observation
Exhibit A-Statement of Work Sub-paragraph 8.8.1 Discharge Criteria and Planning	At time of admission, DMH Clinical Reviewers will specify discharge readiness criteria for each client's service plan.	Inspection and Observation

.State of California Health and Welfare *Department of Health Services*

CERTIFICATION FOR SPECIAL TREATMENT PROGRAM: ☐ **CERTIFICATION** ☐ **RECERTIFICATION**

PART 1 - COMPLETED BY FACILITY

CLIENT'S NAME: **DATE HS-231 COMPLETED:**

CLIENT'S - **FACILITY NUMBER:** **LEGAL STATUS:** **ADMISSION DATE:**

FACILITY NAME & ADDRESS: **MEDI-CAL IDENTIFICATION NUMER:**

SOCIAL SECURITY NUMBER:

MIS#

PART II - COMPLETED BY DESIGNEE: **BIRTHDATE:** **AGE:** **SEX:** ☐ Male ☐ Female **COUNTY:**

PART III - CERTIFICATION BY

☐ Local Mental Health Director

☐ You are authorized to claim payment for Treatment as recommended by you.

☐ Request Denied

FROM:

TO:

A TOTAL OF ☐ **MONTHS**

*******THE BELOW IS SUPPORTIVE INFORMATION FOR THIS RECOMMENDATION*******

ADMISSION:

EMOTIONAL STATE:

Reason for Hospitalization:

CURRENT BEHAVIORS/ DISCHARGE BARRIERS REQUIRING SNF - IMD LEVEL OF CARE:

Problem #1:
Manifested By:
Current Average Frequency:

Problem #2:
Manifested By:
Current Average Frequency:

Problem #3:
Manifested By:
Current Average Frequency:

SHORT TERM GOALS (< 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

LONG TERM GOALS (> 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

SPECIAL TREATMENT PROGRAM (STP) GOALS

Problem/Goal Focused Groups/Activities:

Average STP/week Participation/Attendance: ☐ ***Average STP/week Participation Goal:*** ☐ ***By the date of:***

Response to Special Treatment Program: ***Current Level:***

Response to Incentive Program: ***Level Goal:***

By the date of:

Designee Signature	**Designee Title**	**Affiliation**	**Date**
Contract Liaison	**Contract Liaison Title**	**County and Department**	**Date**

**DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation within 72 hours of the quarterly due date

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB: _____

SSN: _____

Core Items (within past year unless otherwise noted)

- ❑ **Medical History & Physical Examination**
  - ❑ Unremarkable
  - ❑ Allergies: _____
  - ❑ Positive Findings:

    _____

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Comprehensive Psychiatric Evaluation**
  - ❑ DSM-V Diagnosis:

    _____
- ❑ **Active Medical & Psychiatric Medication List**
  - ❑ Medication Compliant
- ❑ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**
  - ❑ Unremarkable
  - ❑ Positive Findings:

    _____

    _____

    _____

    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **RPR-VDRL (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Pregnancy Test (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ OB/GYN Consultation
- ❑ **PPD / Chest X-Ray / QuatiFERON-TB Gold (within 30 days)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment

- ❑ **COVID-19 (within 1 week)**
  - ❑ **Vaccinated**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Forensic History Reviewed**
  - ❑ On Probation
  - ❑ On Parole
  - ❑ Registered Sex Offender
  - ❑ Registered Arsonist
- ❑ **Voluntary**
- ❑ **Lanterman Petris Short (LPS) Act**
  - ❑ Not applicable
  - ❑ LPS Application or LPS Letters
- ❑ **High Elopement Risk**
- ❑ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ❑ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ❑ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ❑ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
  - ❑ **Medication Administration Record (MAR) with PRNs**
    - ❑ No IM PRNs administered in past 5 days
    - ❑ Medication Compliant
  - ❑ **Seclusion & Restraint Record**
    - ❑ No seclusion or restraints applied in past 5 days
- ❑ **Physician's Report Completed**

Comments: _____

_____

_____

Referring Psychiatrist / Medical Provider Information

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

Physician / Medical Provider Information (if applicable)

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

EXHIBIT C-7

STATEMENT OF WORK 1136

CRISIS RESIDENTIAL TREATMENT PROGRAMS (CRTP)

STATEMENT OF WORK #1136 FOR CRISIS RESIDENTIAL TREATMENT PROGRAMS

TABLE OF CONTENTS

CRISIS RESIDENTIAL TREATMENT PROGRAMS

1.0 SCOPE OF WORK

Crisis Residential Treatment Programs (CRTP) are short-term, intensive residential programs that provide recovery-oriented, intensive and supportive services to individuals 18 years of age and older, in a safe and therapeutic, home-like setting. CRTPs provide services 24 hours per day, 7 days per week (24/7). CRTPs have a maximum bed capacity of 16 individuals per site. While the average length of stay in CRTPs is 10-14 days, an individual's maximum stay shall not exceed 30 days. CRTPs serve as an alternative to hospitalization, reduce the psychiatric inpatient days of individuals, and may serve as a resource for individuals who might otherwise be incarcerated without the appropriate community services. CRTPs are licensed by the California Department of Social Services (CDSS) as Social Rehabilitation Programs, with the mental health program component certified by the California Department of Health Care Services (DHCS), and are Medi-Cal certified.

CRTPs are centrally accessed through the Los Angeles County (County or LAC) Department of Mental Health (DMH) Intensive Care Division (ICD). County Hospital Psychiatric Emergency Services (PES) and inpatient treatment teams work collaboratively with DMH ICD liaisons to identify potential referrals to CRTPs. Urgent Care Centers (UCCs) refer individuals directly to DMH's ICD for authorization.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 All changes must be made in accordance with the Contract, Sub-paragraph 8.1 - Amendments.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The Plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met.

3.2 A record of all inspections, audits, reviews, etc. conducted by the Contractor.

- Any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

3.3 Evaluation Tools: Contractor shall provide individuals and their families a tool by which to evaluate the services rendered by the CRTP. Contractor shall ensure the tool addresses the performance of the CRTP and the satisfaction of the individuals and, when appropriate, their families. Contractor shall make this tool and

related information available to County upon request.

3.4 Data Collection

3.4.1 Contractor shall develop measurement and tracking mechanisms to collect and report data on a monthly basis (or as otherwise indicate) as follows:

a) Available beds/slots (daily);
b) The number of clients who were referred;
c) The number of clients who were refused;
d) The number of clients whose admission is delayed for 4 hours or more pending more information;
e) The average length of time to respond to referrals;
f) The number of clients who were accepted within 4 hours of referral;
g) The number of clients discharged; and
h) The number of clients receiving substance use services.

3.4.2 Contractor acknowledges that DMH is transitioning to a bed management system. Contractor shall provide bed capacity information in real time or at least on a daily basis to DMH's Intensive Care Division (ICD) Director or designee. Contractor also acknowledges that DMH utilizes Los Angeles Network for Enhanced Services (LANES) as a Health Information Exchange network and agrees to provide admission history and physical, and medication list within 24 hours of discharge to accepting facility upon transfer. The discharge summary will be provided within seven days.

3.4.3 Record Keeping: Contractor shall keep a record of services that were provided, as well as the dates, agendas, sign-in sheets, and minutes of all CRTP and Subcontractor staff meetings.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

4.1 Monthly Meetings

Contractor is required to attend meetings as requested by DMH.

4.2 Contract Discrepancy Report (Service Exhibit 1 of Appendix B)

Verbal notification of a Contract discrepancy will be made to the Contractor's Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five workdays, acknowledging the reported discrepancies, or, presenting contrary

evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within 10 workdays of the receipt of a formal Contract Discrepancy Report.

4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 UTILIZATION REVIEW

DMH will implement a quarterly utilization review, including implementing a standardized decision support tool, InterQual. Authorization and certification of admission and continued stay shall include a review of the client's concrete progress towards their treatment goals and timely documentation of such on a regular basis. DMH reserves the right to deny authorization and certification for treatment upon failure to receive requisite documentation with 72 hours of monthly due date as indicated on the Certification form (Attachment II).

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 - Amendments.

CONTRACTOR

6.2 CRTP Manager

6.2.1 Contractor shall provide a full-time CRTP Manager or designated alternate. County must have access to the CRTP Manager during regular business hours. Contractor shall provide a telephone number where the CRTP Manager may be reached.

6.2.2 CRTP Manager shall act as a central point of contact with the County.

6.2.3 CRTP Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. CRTP Manager/alternate shall be able to effectively communicate in English, both orally and in writing.

6.3 General Staffing Requirements

Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act forContractor in every detail and must speak and understand English.

Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of theContract.

6.3.1 Linguistic and Cultural Capacity: Any staff performing services under the Contract shall be able to read, write, speak, and understand English in order to conduct business with County. Additionally, Contractor shall ensure there is a sufficient number of ethnically and linguistically diverse staff to meet the cultural and language needs of the community served. Staff shall include professionals, paraprofessionals, and persons withlived experience.

6.3.2 Driver's License: Contractor shall maintain copies of current drivers' licenses, including current copies of proof of auto insurance, of staff providing transportation for individuals.

6.3.3 Driving Record: Contractor shall maintain copies of driver's Department of Motor Vehicles (DMV) printouts for all of Contractor's drivers providing services under this Contract. Reports shall be available to County upon request. County reserves the right to conduct a DMV check on Contractor's drivers.

6.3.4 Experience: Contractor shall be responsible for securing and maintaining staff that have sufficient experience and expertise necessary to provide the services required under this Contract. Contractor shall obtain written verification from a credential assessment agency(ies) with the official power and authority to carry out degree equivalency evaluation for staff with foreign degrees that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.

6.3.5 Documentation: Contractor shall maintain documentation in the personnel files of all professional and paraprofessional staff, interns, and volunteers of: (1) all training hours and topics; (2) copies of résumés, degrees, and professional licenses; and (3) current criminal clearances.

6.3.6 Rosters: Contractor shall provide County, at the beginning of each fiscal year and within 30 days of any staff change(s), a roster of all staff that includes: (1) name and positions; (2) work schedules; and (3) facsimile and

telephone numbers.

6.3.7 Changes: Contractor shall advise the County in writing of any change(s) in Contractor's key personnel, consisting of management and the CRTP Manager, at least 24 hours before proposed change(s), including names and qualifications of new personnel. Contractor shall ensure that no interruption of services occurs as a result of the change in personnel.

6.4 CRTP Staffing Pattern

Contractor shall ensure that the CRTP staffing patterns meet or exceed the minimum requirements for qualified staff and staffing ratios, as specified in the CCR Title 9, including but not limited to, Section 531 and any additional staffing requirements identified in this service exhibit. Contractor, Subcontractor(s), and any business affiliate(s) hired to complete a task(s) in this Contract, shall ensure that the following staff and volunteer requirements are met:

6.4.1 CRTP staff shall include a consulting psychiatrist, other professionals, paraprofessionals, and peer support/advocates.

6.4.2 CRTPs shall maintain a staffing pattern that requires a minimum of two staff on duty 24/7, with a peak staffing ratio of one staff to every one point six (1.6) individuals during the hours of 8:00 a.m. to 6:00 p.m. daily.

6.4.3 CRTPs shall maintain a licensed clinician available on site during normal business hours and on-call at all times.

6.4.4 CRTPs shall maintain a family nurse practitioner, under the supervision of the consulting psychiatrist, on site three to four days per week to provide medication assessment/support services, including administration of prescribed medications in an emergency, basic physical healthcare and education, and staff training.

6.4.5 CRTPs shall have a policy for physician accessibility during and after normal business hours to ensure adequate coverage for individual care.

6.4.6 CRTPs shall have the capacity for flexible staffing above the required minimum based on individualized needs of the individuals.

6.4.7 The CRTP Manager and consulting psychiatrist may provide additional coverage when they are on site.

6.5 Identification Badges

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.

6.6 Materials and Equipment

Except for County-issued items in Service Exhibit 4 (License Agreement) of Appendix B, the purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees.

6.7 Training

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees that ensures their continued development in all areas required for licensure.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.7.3 Contractor shall provide orientation to all professional and paraprofessional staff, interns and volunteers providing CRTP services prior to their beginning service and shall complete initial training within 30 business days from their start date. Training shall continue throughout an employee's provision of services.

6.8 Contractor's Service Site

6.8.1 CRTP services shall only be provided on the premises identified in the Contract, Service Exhibit 3 - Delivery Site Listing - of Appendix B.

6.8.2 Contractor shall maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. The Contractor shall respond to calls received by the answering service within 24 hours of receipt of the call.

7.0 HOURS/DAY OF WORK

CRTP services shall be provided 24 hours per day, seven days per week and 365 days per year (24/7/365).

8.0 WORK SCHEDULES

8.1 Upon LAC-DMH's request, Contractor shall submit staff work schedules within five business days. Said work schedules shall be set on an annual calendar identifying all the required on-going maintenance tasks and task frequencies. The schedules shall list the time frames by day of the week, morning, and afternoon the tasks will be performed.

8.2 Upon LAC-DMH's request, Contractor shall submit revised staff work schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to LAC-DMH for review and approval within five working days prior to scheduled time for work.

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC PROGRAM AND WORK REQUIREMENTS

10.1 Target Population

Contractor shall deliver services to adults 18 years of age and older with mental illness, including, but not limited to individuals with co-occurring substance use disorders who may be incarcerated due to the alleged commission of low level offenses, the incipience of which may be the result of, or associated with, their mental illness (hereafter referred to as individuals); and meet one of the following criteria:

10.1.1 Are in a County Hospital PES with significant psychiatric symptoms and have been determined by the PES treatment staff, in collaboration with DMH ICD, to be appropriate for a CRTP; or

10.1.2 Are in an acute inpatient setting and have stabilized within days or hours of being on the inpatient unit and the inpatient treatment team working in collaboration with DMH ICD has determined the individual to be appropriate for clinical treatment at a CRTP level of care; or

10.1.3 Are in a UCC and at risk of being placed in a higher level of care and have been determined by the UCC treatment team in collaboration with DMH ICD to be appropriate for a CRTP level of care.

NOTE: This list is not exhaustive of the individuals that may be served at a CRTP and DMH ICD will ultimately decide what populations are appropriate for CRTP services.

10.2 Program Requirements

Contractor, in the provision of all CRTP services, shall comply with all CRTP requirements.

10.2.1 Certification and Licensing

10.2.1.1 Contractor shall obtain and maintain licensure as a Social Rehabilitation Facility by the CDSS, as set forth in the California Code of Regulations (CCR) Title22, Division 6, Chapter 2 for the CRTP.

10.2.1.2 Contractor shall obtain and maintain certification by DHCS as a Short-Term Crisis Residential Treatment Program, as set forth in Welfare and Institutions Code (WIC), Sections 5670, 5670.5 and 5671 and CCRTitle 9, Division 1, Chapter 3, Article 3.5.

10.2.1.3 Contractor shall obtain and maintain Medi-Cal certification by the DHCS within seven days of the initiation of services. If Contractor does not meet this timeline and an extension has not been granted, DMH may pursue remedies, including termination of contract and repayment of any expended contract funds.

10.2.2 Referrals and Admissions

10.2.2.1 Contractor shall accept ALL referrals from DMH ICD.

10.2.2.2 Contractor shall accept ALL referrals from a County Hospital PES, an acute inpatient unit, or a UCC, when these individuals are clinically appropriate and medically clear for CRTP level of care as authorized by DMH ICD.

For the purposes of this SOW, "Medically Clear" for admission shall be defined as clients who meet the criteria in Attachment I (Medical Clearance). Contractor shall work with referring institutions to efficiently accept and transfer clients to next appropriate levels of care. Any disputes regarding "medical clearance" shall be resolved by doctor-to-doctor consultation between the referring institution and the Contractor.

10.2.2.3 Contractor shall accept ALL referrals by local law enforcement as authorized by DMH ICD.

10.2.2.4 Contractor shall admit ALL referred individuals between the hours of 8:00 a.m. to 5:00 p.m., seven days per week.

10.2.2.5 When available, Contractor shall reserve one bed at each facility each morning by 10 am daily exclusively for the use of appropriate referrals from the DMH ICD.

10.2.2.6 Contractor shall provide intake appointments within four hours of the individual's admission or, if afterhours, by noon on the next day.

10.2.2.7 If/when Contractor declines to admit a referral by DMH ICD, the Contractor shall notify DMH ICD inwriting and detail the reason(s) for the rejection within 24 hours of receiving the referral. The final decision not to admit will be made collaboratively between Contractor, DMH ICD, the conservator, and where possible and appropriate, the family.

10.2.2.8 Contractor shall adhere to DMH policy andprocedures regarding admissions and discharges from CRTPs, risk management, and participation in quality improvement activities.

10.2.3 Basic Service Requirements

10.2.3.1 Contractor shall provide a safe and home-like environment with adequate light, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding at least once per week to a maximum of 16 individuals per site.

10.2.3.2 Contractor shall provide at least three balanced and complete meals each day as well as two nutritious snacks per day.

10.2.3.3 Contractor shall provide 24-hour supervision of all individuals by properly trained personnel. Such supervision shall include, but is not limited to,personal assistance in such matters as eating,personal hygiene, dressing and undressing, and taking of prescribed medications.

10.2.3.4 Contractor shall provide each individual with activities that encourage socialization and recreation within the program and the general community, and which link individuals to non-mental health community resources which are available after leaving the program.

10.2.3.5 Contractor shall establish, maintain and comply with policies and procedures for responding to suicide risks, threats, acts of violence, and refusal toparticipate in treatment.

10.2.3.6 Contractor shall establish, maintain and follow a "no discrimination" policy for individuals with a mental illness who have co-occurring disorders, including individuals with physical health problems, developmental delays, low literacy, substance use or other issues, who can safely reside in a CRTP.

10.2.3.7 Contractor shall collaborate with other departments or entities (e.g., Regional Center, County Department of Health Services) in order to ensure individuals'access to needed services.

10.2.3.8 Contractor shall establish relationships, whether formal or informal, with other community agencies and/or resources that serve individuals to promote individuals' well-being and assist in achieving individuals' goals.

10.3 CRTP Services

Contractor shall provide and claim for CRTP services that are allowed under Mode 05, Service Function Codes (SFC) 40-49. Contractor shall provide CRTP services directly as follows:

10.3.1 Assessment and Mental Health Services: Assessment refers to an analysis of the history and current status of mental, emotional or behavioral disorder. Mental Health Services refers to individual and group therapies and interventions designed to provide reduction of mental disability and improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency. Contractor designs, supports and implements services that are client and family-driven, when appropriate, and strength-focused.

10.3.2 Individualized Treatment Plan: Each individual served shall participate in the development of an individualized plan, focused on recovery and wellness principles. This plan shall include activities and services that will reduce unnecessary hospitalizations and promote community re-integration.

10.3.3 Culturally and Linguistically Appropriate Services: These are services delivered by professional and paraprofessional staff with similar cultural and linguistic backgrounds to those of the population(s) being served. Service providers shall understand and utilize the strengths of culture in service delivery and incorporate the languages and cultures of their clients into the services thatprovide the most effective outcomes.

10.3.4 Medication Evaluation and Support: These are services provided by physicians and nurses to evaluate an individual's need for psychiatric medication and administration, as well as monitoring clients' status when appropriate. Medication Evaluation and Support Services are provided by staff who prescribe, administer, dispense, and monitor the psychiatric medications necessary to alleviate the symptoms of mental illness.

10.3.5 Evidence-based and Emerging Effective Practice Models: Evidence-based practices are interventions and there is consistent empirical evidence showing that these interventions are effective in improving client outcomes. Emerging effective practices include those promising and emerging service delivery practice models thathave the potential to become evidence-based practices over timeas they are further documented and researched. These practices shall form the basis of the services provided by the Contractor.

10.3.6 24/7 Assessment and Crisis Services: These are services rendered to, or on behalf of, a client for a condition that requires a timelier response than a regularly scheduled visit. Contractor shall work collaboratively with DMH Psychiatric Mobile Response Team or Service Area (SA) Mobile Crisis Teams to provide crisis response as necessary, before law enforcement intervenes or involuntary assessment at a County hospital PES or UCC is required.

10.3.7 Co-Occurring Services: These are services for individuals with a primary diagnosis of mental illness who have co-occurring disorders such as substance use, physical health difficulties, cognitive disorders and developmental disabilities. This includes individual and group interventions.

10.3.8 Self Help and Family Support Groups: These are services for clients and family members/conservators to develop an on-going support network, provide information on recovery-based practices, and support clients' transition to living independently in the community, including, but is not limited to peer support and advocacy groups.

10.3.9 Case Management and Linkage: These services are consistent with the Medicaid/Medicare definition for Targeted Case Management: services that assist a client to access needed medical, education, social, pre-vocational, vocational, rehabilitative,or other community services. Multidisciplinary staff provides linkage and transition to necessary community supports, based onassessments conducted at the time of admission to the program.

10.3.10 Transportation Services: Transportation to agency referrals while in the program or to housing at the time of discharge by means of bus fare/pass, Contractor's passenger vanpool, or private vendor when needed. These services also support the development of clients' independent use of transportation resources.

10.3.11 Housing Placement Services: These services assist clients to access emergency, transitional, temporary, and permanent housing. Services may include ensuring that individuals are placedin the least restrictive housing possible and preferred by the client, family, or conservator upon discharge from the program.

10.3.12 Physical Health Care Services: Basic physical health assessment, including assessment of symptoms related to co-occurring mental health and substance use disorders. This includes arrangements to ensure rapid access to emergency medical care for individuals in a health crisis, and referrals to ensure follow-up treatment so that their needs for treatment, including preventative care, are addressed in a timely manner.

10.3.13 Benefits Establishment and Services to the Uninsured: These are services designed to assess individuals' financial status, identify all benefits to which they may be entitled (e.g., Medicaid, Medicare) and perform all actions with or on behalf of clients who do not have entitlements, insurance, or income at the time of admission to ensure entitlements and/or low-cost or no-cost services for which they may qualify are established while clients receive services.

10.3.14 Representative Payee and Money Management: These are services for individuals without conservatorships who have been determined to be unable or unwilling to manage their financial resources, including banking, bill-paying and budgeting services.

10.3.15 Education, Pre-vocational and Employment Services: These are services that assist clients with access and linkage to educational, prevocational and employment opportunities.

10.3.16 Independent Living Skills: These are services that teach individual independent living skills.

10.4 Discharge Planning and Linkage: These are services provided to clients to ensure linkage and engagement with mental health services and supports in the community on discharge from theprogram. Time Limit and Discharges from CRTP Services

10.4.1 The anticipated length of stay of an individual in the CRTP is 10-14 days. However, consistent with CCR, Title 9, Division 1, Chapter 3, Section 531 (a)(1), the individual's planned length of stay in the CRTP shall be in accordance with the individual's assessed needs, but shall not exceed 30 days, unless circumstances require a longer length of stay to ensure successful completion of the treatment plan and appropriate referral period. Any stay by the individual at the CRTP beyond the initial 30 days must be pre- authorized by DMH ICD. In no event shall the length of stayexceed three months.

10.4.2 Contractor shall ensure that prior to the individual's discharge the individual is linked to Mental Health Services Act (MHSA), Full Service Partnerships (FSP), or other mental health providers that will address mental health services and supports, housing, education, and employment on an ongoing basis.

10.4.3 Contractor shall notify DMH ICD immediately when Contractor determines that residing in the CRTP is no longer a viable option for the individual. Contractor and DMH ICD shall work collaboratively to ensure that the individual is referred to the level ofcare that meets the individual's specific needs.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

12.0 CRTP OUTCOMES, PERFORMANCE MEASURES AND PERFORMANCE REQUIREMENTS SUMMARY

12.1 CRTP Outcomes

Contractor shall ensure the CRTP is designed to produce the following outcomes for individuals served by CRTPs. This list is not exhaustive and may be subject to change:

12.1.1 Reduced utilization of UCCs, hospital psychiatric emergency rooms, inpatient units, and a reduction in incarceration; At least 75% of individuals who complete treatment with the CRTP shall not be readmitted within 30 days or return to a County or community hospital emergency department;

12.1.2 Reduced law enforcement involvement on mental health crisis calls, contacts, custodies and/or transports for assessment;

12.1.3 Improvement in participation rates in outpatient mental health services, case management services, supportive residential programs and intensive services programs; and

12.1.4 Satisfaction (when appropriate) with the crisis residential services received as expressed by individuals within the program and their family members.

12.2 Performance Measures

12.2.1 Contractor shall ensure CRTP operations are aligned with the 9 Performance-based Criteria identified below (12.3 – Performance Requirements Summary Chart). These measures assess the Contractor's ability to provide the services, aswell as the ability to monitor the quality of services.

12.2.2 Contractor shall maintain processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels. Should there be a change in federal, Stateand/or County policies/regulations, DMH will advise the Contractor of the revised Performance-based Criteria with 30 days' advance notice.

12.2.3 Contractor shall demonstrate that 100% of the admissions into the reserved beds were diversions from acute inpatient psychiatric hospitals, referrals from mental health urgent cares, or step-downs from acute inpatient settings.

12.3 Performance Requirements Summary (PRS) Chart

PERFORMANCE REQUIREMENTS	METHOD OF COLLECTING DATA	PERFORMANCE TARGETS
1. Agency has ethnic parity of staff to clients	Staff Roster	Ethnic staff is in proportion to the percentage of ethnic minority clients to be served.
2. Agency has the ability to provide clinical and crisis services on site or ensure availability of these services in the community	IBHIS report on services provided.	All required services are provided on site.
3. Agency responds to referrals from DMH within four (4) hours or the next day (if afterhours) from County hospital PES, acute inpatient units, or UCCs.	Centralized tracking	100% of responses are within four (4) hours or next day (if afterhours) of referral from County hospital PES, acute inpatient units, or UCCs.
4. Agency has required staffing ratio to provide contracted services.	Staff Roster	100% compliance with required staffing to provide services outlined in this Service Exhibit.
5. Agency provides services or has the availability of services to individuals with co-occurring substance use disorders.	Sample review of records based on IBHIS report of clients who have substance abuse diagnosis	100% of clients with co-occurring substance use disorders receive integrated services.
6. Agency provides clients, family members or conservators with self-help, peer support, and caregiver support groups.	Sample review of records List of groups offered on site and/or referral groups	100% of clients provided or referred to self-help and peer support groups.
7. Agency has paid staff who are clients and/or family members.	Staff roster	Approximately 10% of paid staff are persons with lived experience.
8. Agency serves uninsured individuals and individuals who are benefit eligible, but do not have benefits at the time of admission.	IBHIS reports	• Approximately 20% of clients were uninsured at the time of admission. • 40% of clients were benefit eligible under Medicaid Expansion, but did not have benefits at the time of admission.

		• 40% of clients had benefits at the time of admission.
9. Agency provides 24 hours a day, seven days a week (24/7) crisis response.	Staff roster and on-call schedules Sample review of records	100% timely crisis response

DMH Medical Clearance (All Levels)

Patient Information

Name: _____

DOB: _____

SSN: _____

Core Items (within past year unless otherwise noted)

- ❑ **Medical History & Physical Examination**
  - ❑ Unremarkable
  - ❑ Allergies: _____
  - ❑ Positive Findings:
    _____
    _____
    _____
    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Comprehensive Psychiatric Evaluation**
  - ❑ DSM-V Diagnosis:
    _____
- ❑ **Active Medical & Psychiatric Medication List**
  - ❑ Medication Compliant
- ❑ **Labs / Drug Screen (CBC, Chem panel, LFTs, TSH, HgA1C)**
  - ❑ Unremarkable
  - ❑ Positive Findings:
    _____
    _____
    _____
    _____
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **RPR-VDRL (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Pregnancy Test (if applicable)**
  - ❑ Negative
  - ❑ Positive
    - ❑ OB/GYN Consultation

PPD / Chest X-Ray / QuatiFERON-TB Gold (within 30 days)

- ❑ Negative
- ❑ Positive
  - ❑ Medicine/Sub-Specialty Consultation & Treatment

- ❑ **COVID-19 (within 1 week)**
  - ❑ **Vaccinated**
  - ❑ Negative
  - ❑ Positive
    - ❑ Medicine/Sub-Specialty Consultation & Treatment
- ❑ **Forensic History Reviewed**
  - ❑ On Probation
  - ❑ On Parole
  - ❑ Registered Sex Offender
  - ❑ Registered Arsonist
- ❑ **Voluntary**
- ❑ **Lanterman Petris Short (LPS) Act**
  - ❑ Not applicable
  - ❑ LPS Application or LPS Letters
- ❑ **High Elopement Risk**
- ❑ **Assaultive Behavior Risk**

Additional Items (if applicable)

- ❑ **Five (5) Consecutive Inpatient Days of Nursing Progress Notes**
- ❑ **Five (5) Consecutive Acute Inpatient Days of Psychiatry Progress Notes**
- ❑ **One (1) Administrative Inpatient Day of Psychiatry Progress Notes**
  - ❑ **Medication Administration Record (MAR) with PRNs**
    - ❑ No IM PRNs administered in past 5 days
    - ❑ Medication Compliant
  - ❑ **Seclusion & Restraint Record**
    - ❑ No seclusion or restraints applied in past 5 days
- ❑ **Physician's Report Completed**

Comments: _____

_____

_____

Referring Psychiatrist / Medical Provider Information

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

Physician / Medical Provider Information (if applicable)

Name: _____

Signature: _____ **Date:** _____

Contact Number: _____

State of California Health and Welfare *Department of Health Services*

CERTIFICATION FOR SPECIAL TREATMENT PROGRAM: ☐ **CERTIFICATION** ☐ **RECERTIFICATION**

PART 1 - COMPLETED BY FACILITY

CLIENT'S NAME: **DATE HS-231 COMPLETED:**

CLIENT'S - FACILITY NUMBER: **LEGAL STATUS:** **ADMISSION DATE:**

FACILITY NAME & ADDRESS: **MEDI-CAL IDENTIFICATION NUMER:**

SOCIAL SECURITY NUMBER:

MIS#

PART II - COMPLETED BY DESIGNEE: **BIRTHDATE:** **AGE:** **SEX:** ☐ Male ☐ Female **COUNTY:**

PART III - CERTIFICATION BY

☐ Local Mental Health Director

☐ You are authorized to claim payment for Treatment as recommended by you.

☐ Request Denied

FROM:

TO:

A TOTAL OF ☐ **MONTHS**

*******THE BELOW IS SUPPORTIVE INFORMATION FOR THIS RECOMMENDATION*******

ADMISSION:

EMOTIONAL STATE:

Reason for Hospitalization:

CURRENT BEHAVIORS/ DISCHARGE BARRIERS REQUIRING SNF - IMD LEVEL OF CARE:

Problem #1:
Manifested By:
Current Average Frequency:

Problem #2:
Manifested By:
Current Average Frequency:

Problem #3:
Manifested By:
Current Average Frequency:

SHORT TERM GOALS (< 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

LONG TERM GOALS (> 90 DAYS)

Goal #1:
Goal Average Frequency: ***By the date of:***

Goal #2:
Goal Average Frequency: ***By the date of:***

Goal #3:
Goal Average Frequency: ***By the date of:***

SPECIAL TREATMENT PROGRAM (STP) GOALS

Problem/Goal Focused Groups/Activities:

Average STP/week Participation/Attendance: ☐ ***Average STP/week Participation Goal:*** ☐ ***By the date of:***

Response to Special Treatment Program: ***Current Level:***

Response to Incentive Program: ***Level Goal:*** ***By the date of:***

Designee Signature	**Designee Title**	**Affiliation**	**Date**
Contract Liaison	**Contract Liaison Title**	**County and Department**	**Date**